

CITY COUNCIL COMMITTEE OF THE WHOLE: 6:00 PM

- a. City Council Retreat Discussion – 10 minutes
- b. Lara Thomas, Planning Update – 40 minutes: Toll Brothers Development Agreement, 2013-2014 Comprehensive Plan RFP Update, Shoreline Master Plan Update.

CITY OF DUVALL COUNCIL MEETING AGENDA December 13, 2012 7:00 PM - Duvall Fire Station 15600 - 1st Avenue NE

**Call to Order
Flag Salute**

I. Additions or Corrections to the Agenda:

II. Adoption of the Council Agenda:

III. Comments from the Audience:

IV. Consent Agenda:

Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the **regular Agenda** at the request of a Councilmember.

- 1. Council Minutes and Committee of the Whole Minutes of 11-20-12 (*pg. 3*)
- 2. Payroll for November 16–30, in the amount of \$_____ (to be provided)
- 3. Claims in the amount of \$_____ (to be provided)
- 4. (AB-90) Approve and authorize the Mayor to sign the Interlocal Agreement with the City of Redmond for Dispatch Services. (*pg. 10*)
- 5. (AB-91) Approve and authorize the Mayor to sign the contract renewal with Sandy Sullivan for Prosecutor Services. (*pg. 19*)
- 6. (AB12-92) Approve Resolution authorizing a delinquent account to be written off. (*pg. 24*)
- 7. (AB12-93) Approve and authorize the Mayor to sign the consulting contracts for 2013. (*pg. 26*)

V. Presentation: Waste Management – Sno-King

Presentation: King County Council Member Kathy Lambert.

VI. Scheduled Items:

- 1. Mayor Pro tem: **Presentation in honor of outgoing Councilmember Elizabeth Walker.**
- 2. Council:

VII. Public Hearing: **City of Duvall 2012 Comprehensive Plan Amendments**
Continued from the November 20, 2012 City Council meeting.

VIII. New Business:

1. (AB12-94) Approve and authorize the Mayor to award the bid and sign a contract with the lowest responsible bidder for the Centennial Project. *(pg. 27)*
2. (AB12-95) Adopt Ordinance relating to the Comprehensive Plan Amendments, amending the Capital Facilities Element, Adopting the Riverview School District Capital Facilities Plan, and amending the Future Land Use Map. *(pg. 28)*
3. (AB12-96) Adopt Ordinance rezoning eight properties and affirming the City's official Zoning Map. *(pg. 39)*
4. (AB12-97) Ordinance adopting the Riverview School District Impact Fee. *(pg. 49)*
5. (AB12-98) Approve Resolution adopting the Planning Fee Schedule. *(pg. 51)*
6. (AB12-99) Approve and authorize the Mayor to sign Lease Agreements with the Duvall Foundation for the Arts (DFA), and the Duvall Chamber of Commerce for the 2012-2013 Visitor Center Building. *(pg. 54)*
7. (AB12-100) Approve and authorize the Mayor to sign Memorandums of Understanding with the Duvall Historical Society and the Duvall Centennial Committee for the 2012-2013 Visitor Center Building. *(pg. 78)*
8. Council Appointments to the Watershed Forum (primary and alternate)
9. Decision on cancelling the December 22, 2011, Duvall City Council Meeting.

IX. Scheduled Items:

1. Staff Reports:
 - a. Public Works: Steve Leniszewski
 - b. Finance: Jill Long
 - c. Police: Glenn Merryman

X. Executive Session: *None*

XI. Adjournment

**CITY OF DUVALL
COUNCIL MEETING
November 20, 2012
7:00 P.M. - Duvall Fire Station**

Committee of the Whole: 6:00 p.m.

The City Council Meeting was called to order by Mayor Ibershof at 7:05 P.M.

Council Present: Gérard Cattin, Leroy Collinwood, Elizabeth Walker, Gary Gill, Becky Nixon, Amy Ockerlander, Jason Walker

Staff Present: Steve Leniszewski, Glenn Merryman, Jill Long, Lara Thomas, City Attorney Margaret King, Jodee Schwinn

I. Additions or Corrections to the Agenda:

Under Consent Agenda add: Payroll Checks #16285-16291, in the amount of \$165,724.18; Claims Checks #16292-16355, in the amount of \$80,499.21; Under Council add: Councilmember Ockerlander, Councilmember E. Walker, and Councilmember Cattin; Under New Business add: Item #7, Chief Merryman I-502 Update – The Legalization of Marijuana.

II. Adoption of Council Agenda:

It was moved and seconded (E. Walker-Ockerlander) to adopt the 11/20/12 Council Agenda. The motion carried. (7 ayes).

III. Comments from the Audience:

Tove Burhen, Duvall, said that she is looking forward to the Holiday Tree Lighting Event next Friday, and she wanted to also remind everyone that the Civic Club has a marvelous bake sale and craft sale that they hold annually that same weekend in the Rose Room of the old library building.

Margie Coy, Duvall, said she is willing to donate her services to the Visitor Information Center. She is available to volunteer at the building every Tuesday for one year, in whatever capacity is needed. She is available from the early morning until noon.

IV. Approval of Consent Agenda:

It was moved and seconded (Collinwood-Nixon) to approve the consent agenda which included approval of Payroll Checks #16285-16291, in the amount of \$165,724.18; Claims Checks #16292-16355, in the amount of \$80,499.21; and approving the Council Meeting Minutes and Committee of the Whole Minutes of 11/8/12. The motion carried. (7 ayes).

V. Scheduled Items:

1. Mayor: Mayor Ibershof introduced everyone to Attorney Margaret King. She is with the Kenyon Disend Law Firm and will be representing the City of Duvall as the City Attorney beginning 2013.

Mayor Presentation: 2012 Year in Review

Mayor Ibershof presented a PowerPoint detailing the year in review. He provided an overview of Community Events, City Projects, Housing, Economic Development, and each City Department and its employees, as well as each City Councilmember. Mayor Ibershof said farewell to Councilmember Elizabeth Walker. She will be moving out of the City at the end of the year and will be stepping down from her council position. He said she will be missed. Lastly, Mayor Ibershof touched on what is next for the City and what future projects the City will be focusing on in 2013. They include the Visitor Center, the Coe-Clemmons Creek Culvert, the continuation of the sidewalks along Main Street, the Centennial Project, and working on obtaining funding for three Public Work Trust Fund Projects. 2013 is also Duvall's Centennial Year. It will be a year for Duvall to define itself with some big projects and a call to action for some big items that will be coming down the pike such as updating the City's Comprehensive Plan and adopting a Capital Facilities Plan. 2013 will be a big year with some big goals.

2. Council:

a. Councilmember Amy Ockerlander gave a brief update on the Association of Washington Cities (AWC) Sub-Committee. Of particular note, the issues that will most likely affect the City of Duvall are Public Defense Funding & Standards, Mitigating Medical Costs for Offenders, and Law Enforcement Training Costs. She mentioned that the upcoming legislative session will be very important. She reiterated Mayor Ibershof's comment that the more the City Council can do to support the AWC Agenda, and to reach out to our legislators, the better off the City of Duvall will be.

b. Councilmember Elizabeth Walker commented that she thoroughly enjoyed the Sno-Valley Senior Center Annual Pie Auction that was held over the weekend. She reported that last week she attended her last Snoqualmie Watershed Forum Meeting of the year. She also reported that last week King County voted to reduce funding for the King Conservation District (KCD). She commented that once that money is reduced or taken away, it will be very hard to ever get back. The lower funding, and the additional strings attached to that funding, is not going to allow the KCD to function or meet its mission and mandate, and she is very discouraged by that.

c. Councilmember Gérard Cattin said that November has been an interesting month of emergencies. An earthquake, the unexpected flood from the beaver dam breach, landslides, flooding, high winds this week, and excessive rain, has given him cause for concern. He is especially concerned with freezing rain that often comes this time of year. He reminded everyone to be prepared.

VI. Public Hearing: Final Public Hearing on the City of Duvall 2013 Budget

7:45 PM: The Public Hearing was opened.

City Finance Director, Jill Long, explained that this hearing is to satisfy the State requirements for the budget process. She gave a quick overview of the City's budgeted revenue sources for 2013.

There were no public comments.

7:47 PM: The Public Hearing was closed.

Public Hearing: City of Duvall Comprehensive Plan Amendment

7:45 PM: The Public Hearing was opened.

Lara Thomas, Planning Manager, explained that the Planning Commission was not ready to forward a recommendation until after they had been given a presentation by the Riverview School District on its adopted Capital Facilities Plan. Lara is recommending that the Public Hearing be held open to the next City Council Meeting which will be held on December 13, 2012.

There were no public comments.

7:17 PM: The Public Hearing is held open and will continue at the City Council Meeting on December 13, 2012.

VII. New Business:

1. (AB12-85) Approve and authorize the Mayor to sign a contract with Kenyon Disend for Legal Services. *It was moved and seconded (E. Walker-Ockerlander) to approve and authorize they Mayor to sign a contract with Kenyon Disend for Legal Services. The motion carried. (7 ayes).*

2. (AB12-86) Ordinance #1140 amending Ordinance #1133, the amended Budget for Fiscal Year 2012, for the purpose of accounting for adjustments to revenues and expenditures. *It was moved and seconded (Ockerlander-Collinwood) to adopt Ordinance #1140 amending Ordinance #1133, the amended Budget for Fiscal Year 2012, for the purpose of accounting for adjustments to revenues and expenditures. (7 ayes).*

3. (AB12-87) Ordinance #1141 fixing the amount of the Annual Ad Valorem Property Tax Levy for the Year 2013. *It was moved and seconded (Cattin-E. Walker) to adopt Ordinance #1141 fixing the amount of the Annual Ad Valorem Property Tax Levy for the Fiscal Year 2013. The motion carried. (7 ayes).*

4. (AB12-88) Ordinance #1142 adopting the Budget for Fiscal Year 2012. *It was moved and seconded (Cattin-Gill) to adopt Ordinance #1142 adopting the Budget for Fiscal Year 2012. The motion carried. (7 ayes).*

5. Confirmation of Mayor Ibershof's re-appointment of Eric Preston to the Duvall Planning Commission, position #3, a term ending 12/31/16. *It was moved and seconded (Ockerlander-J. Walker) to confirm Mayor Ibershof's re-appointment of Eric Preston to the Duvall Planning Commission, position #3, a term ending 12/31/16. The motion carried. (7 ayes).*

6. Election of the Mayor Pro tem for 2013.
Councilmember Jason Walker was nominated (Ockerlander-Nixon) as the Duvall City Council Mayor Pro tem 2013. The nomination carried. (6 ayes – J. Walker abstained)

7. Initiative 502 – The Legalization of Marijuana.
Chief Merryman explained what some of the changes, and challenges, may be as a result of the newly passed state marijuana initiative.

VIII. Adjournment:

*It was moved and seconded (Gill-Nixon) to adjourn.
The meeting adjourned at 8:39 p.m.*

Signed _____
Mayor Will Ibershof

Attest _____
Jodee Schwinn, City Clerk

**CITY OF DUVALL
CITY COUNCIL
COMMITTEE OF THE WHOLE MINUTES
November 20, 2012 – 6:00 p.m.
Duvall Fire Station – 15600 – 1st Avenue NE**

Mayor Pro Tem Amy Ockerlander called the meeting order at 6:03 p.m.

Council present: Gérard Cattin, Leroy Collinwood, Elizabeth Walker, Becky Nixon, Gary Gill, Amy Ockerlander, Jason Walker, and Mayor Ibershof

Staff present: Steve Leniszewski, Glenn Merryman, Jill Long, Lara Thomas, Jodee Schwinn

ILA with the City of Redmond for Dispatch Services – Police Chief Glenn Merryman

Police Chief Glenn Merryman gave a brief overview and explanation of the few minor changes to the Interlocal Agreement with the City of Redmond for Dispatch Services. The increase in cost is 3% per year. This is a 2-year agreement.

Contract Renewal for Prosecutor Services – Police Chief Glenn Merryman

Chief Merryman gave a brief overview and explanation of the contract renewal for Prosecutor Services. As with the agreement for dispatch services, this agreement has just a few minor changes. The most important change is that this contract separates out the City of Carnation costs and the City of Duvall costs. The Prosecutor, Sandy Sullivan (formerly Sandy Meadowcroft) will be billing the City of Carnation directly for their portion of Prosecutor Services.

Resolution Authorizing a delinquent account write-off – Jill Long, Finance Director

Jill Long explained that the developer on this account filed for bankruptcy. The Court discharged the delinquent item so it is no longer collectable.

Lease Agreements for the old Duvall Library Building – Mayor Will Ibershof

Mayor Ibershof distributed a draft “Duvall Visitor Center Use Policy.”

Mayor Ibershof explained that it is his intention to provide a public space and Visitor Center in the old Library Building during the Centennial Year. The three parties he approached to ask to partner with the City to staff and manage that space are the Duvall Foundation for the Arts, The Duvall Chamber of Commerce, and the Centennial Committee. Mayor Ibershof explained that

he would like to see the City Council approve the lease agreements at the City Council Meeting this evening so that the three groups that are going to manage the building feel comfortable enough to begin spending their resources and using their volunteers for the repairs and renovations.

Councilmember Nixon asked how these groups were selected to be allowed to manage and use this space and building. She said there were 47 discussion points on the Duvall Forum pertaining to the use of the old Library Building and how the City determined what groups were selected to use it.

Mayor Ibershof explained that it was his intention to provide a space for the community and that he approached groups that were available and had the resources to staff the space. He said the challenge of trying to include everybody, is coming up with something that works. He said he had a number of groups ask to use the building, but he could not include everybody in this partnership. He said he reached out to groups that he knew had the manpower and resources to staff the building.

Councilmember Walker explained this will be a partnership with the three groups, and those groups will be responsible for managing the space. She also noted that those groups will also be making the space available to other groups to use as well.

Councilmember Ockerlander noted that this item, although listed on the COW for discussion, was not listed or noticed as an agenda item for approval tonight on the regular council agenda, she is not comfortable moving forward with it at the regular Council Meeting tonight.

It was decided that Council will hold off on approving the lease agreements at this Council Meeting. It was also decided that a message needs to go out to the community from the City of Duvall that those other groups are not being excluded from using the space. The City needs to reach out to the community between now and the City Council Meeting on December 13th to answer their questions and include them in a discussion about the partnership and what the plan is for that building in 2013.

Mayor Ibershof said he will host a meeting and invite interested parties to attend so that he can explain and share what the plan is for the old Library Building.

On-Call Consulting Contracts for 2013 – Steve Leniszewski, Public Works Director

Steve Leniszewski, Public Works Director, explained what the City's on-call consulting agreements are used for. Most of the costs of these services are reimbursable to the City, either through the building permit fee or through development activities. The approval for the 2013 On-Call Consulting contracts will be brought forward for approval at the December 13, 2012, City Council Meeting.

Resolution consolidating Planning Fees – Lara Thomas, Planning Manager

Lara Thomas, Planning Manager, explained that the Planning Department is creating a fee sheet that will list out all of the existing planning department fees on one fee schedule. This would also encompass the fees that were adopted with the updated sign code retrieval fee. She also said that next year staff would like to create a fee schedule resolution that encompasses all of the City's fees so that anyone would be able to find any of those fees in one place.

Adjournment

The Committee of the Whole adjourned at 7:03 p.m.

ATTEST:

Amy Ockerlander, Mayor Pro Tem

Jodee Schwinn, City Clerk

City Council

2012 Agenda Bill

City of Duvall
PO Box 1300
Duvall, WA 98019

ITEM INFORMATION		
Title:	Agenda Date: 12/13/12	Agenda Bill No. AB12-90
Approve the Interlocal Agreement with the City of Redmond for Dispatch Services.	Department / Committee / Individual	Originator
	Mayor Will Ibershof	
	Planning Department – Lara Thomas	
	Administration – Steve Leniszewski	
	Police Chief – Glenn Merryman	X
Cost Impact:	Finance Department – Jill Long	
Fund Source:	City Attorney Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Timeline: January 2013 – December 2014	Committee Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
SUMMARY STATEMENT:	Name of Committee: C.O.W.	
RECOMMENDED ACTION:		
Approve and authorize the Mayor to sign the Interlocal Agreement with the City of Redmond for Dispatch Services.		
AMENDED MOTION:		

RECORD OF COUNCIL ACTION	
Motion as Proposed Above	Amended Motion
Motion Made by:	Motion Made by:
Seconded by:	Seconded by:
Passed:	Passed:
Failed:	Failed:
Cattin:	Cattin:
Collinwood:	Collinwood:
Walker, E:	Walker, E:
Nixon:	Nixon:
Gill:	Gill:
Ockerlander:	Ockerlander:
Walker, J:	Walker, J:

INTERLOCAL AGREEMENT

Dispatch Services

This is an Agreement between the City of Redmond, a municipal corporation, hereinafter referred to as "Redmond", and the City of Duvall, a municipal corporation, hereinafter referred to as "Duvall".

RECITALS

A. Duvall is located within King County, and Duvall has the authority and responsibility to provide police protection for the citizens of Duvall and also Carnation under interlocal contract provisions. Redmond has established and maintains a Police Department which routinely provides law enforcement services to the citizens of the City of Redmond, including without limitation communication functions inherent in the provision of law enforcement (hereinafter "communication law enforcement service").

B. Redmond is capable of providing communication law enforcement service within the corporate limits of Duvall and Carnation. Duvall is desirous of obtaining communication law enforcement service from Redmond to assist it in fulfilling its obligation to Duvall and Carnation citizens, pursuant to RCW 39.34.010 and 39.34.080.

In consideration for the promises set forth herein the parties agree as follows:

1. DUVALL'S RESPONSIBILITIES

- 1.1 Maintain and pay for such telephone lines and equipment required to route calls for Duvall/Carnation police to the Redmond Police Communications/911 Center.
- 1.2 Provide, maintain, and pay for such data transfer circuit(s) and equipment required to support connection and interface with the Redmond Police Computer Aided Dispatch (CAD) and Records Management System (RMS).
- 1.3 Provide, install, operate, maintain, and pay for (3) Mobile Data Computer (MDC) systems for connection and interface with the Redmond MDC/CAD network server. MDC units with access to CAD may be added by Duvall upon agreement between the two parties, with Duvall bearing all costs associated with the increased number of units.
- 1.4 Pay for any costs associated with contracting with AT&T Wireless Services to permit wireless data transfer from Duvall MDC equipment to the Redmond MDC/CAD network server.
- 1.5 Provide, operate, and maintain its own radio equipment compatible with the King County Public Safety 800 MHz radio network on a 800 MHz talkgroup(s) designated by Redmond.
- 1.6 Pay for any costs associated with its contractual relationship to the Washington Crime Information Center (WACIC) and the ACCESS information system managed by the Washington State Patrol.

- 1.7 Any reports needed for Duvall/Carnation police related data may be run by authorized Duvall personnel from a computer located at the Redmond Police Department. Should Duvall install computer hardware and data circuit connection necessary to access its CAD data, Duvall will bear all associated costs for equipment and software including any components, as defined by the Redmond Technical Systems Coordinator, to ensure security of the CAD system and data.
- 1.8 Duvall personnel will log on to the system using their own unique username and password, and will change passwords at six month intervals using protocol as defined by the Redmond Technical Systems Coordinator.
- 1.9 Notify Redmond Technical staff promptly of any change in status of personnel.
- 1.10 For a two year period, January 1st, 2013 through December 31st, 2014, pay Redmond for the period January 1st, 2013 through December 31st, 2013 \$136,500.00 and for the period January 1st, 2014 through December 31st, 2014 pay Redmond \$140,000.00.

2. REDMOND'S RESPONSIBILITIES

2.1. Provide communication law enforcement service within the geographical boundaries of Duvall and Carnation rendering such service of the same level, degree, and type as customarily provided in the City of Redmond, as more definitely stated in Exhibit A, General Operating Procedures, Redmond Police Department Manual of Standards Communications Chapter 30, attached and incorporated by this reference, including, without limitation:

- a. Answer telephone calls for Duvall/Carnation police service in the Redmond Police Communications/911 center.
- b. Process and dispatch, via radio or MDC, calls for service to Duvall/Carnation police units.
- c. Provide general data and warrant services for Duvall/Carnation police. These services will be provided in compliance with applicable WACIC/NCIC and ACCESS policy guidance.
- d. Provide technical specifications and recommendations for the purchase and installation of MDC equipment and necessary software to permit connection with the Redmond CAD/MDC network server.
- e. Maintain equipment and database associated with CAD. Install CAD software and upgrades on Duvall equipment as necessary.

3. TERM

3.1 This agreement is intended to renew a previous contract and is intended to be effective on January 1, 2013, for a term of two years (24 months). It may be terminated without cause only after sixty (60) days written notice received by one party, given by the other. This Agreement may be terminated for cause, if corrective measures have not been commenced within ten (10) days after written

notice, and substantially completed within thirty (30) days. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

4. RELATIONSHIP OF PARTIES

4.1 Both parties understand and agree that Redmond is acting hereunder as an independent contractor, with the intended following results:

- a. All Communications staff rendering service hereunder shall be for all purposes employees of Redmond, although they may from time to time act for the benefit of Duvall and Carnation.
- b. Control of Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
- c. All liabilities for salaries, wages, other compensation benefits, injury, sickness, or retirement system contributions for Communications staff rendering service for this contract shall be provided by Redmond.

5. INDEMNITY

5.1 Redmond will protect, defend, indemnify, and save harmless Duvall, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Redmond, its officers, employees, or agents. Redmond agrees that the obligation to indemnify, defend, and hold harmless Duvall and its agents and employees under this provision extends to any claim, demand, or cause of action brought by or on behalf of any employee of Redmond against Duvall, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

5.2 Duvall will protect, defend, indemnify, and save harmless Redmond, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Duvall, its officers, employees, or agents. Duvall agrees that its obligations under this provision extend to any claim, demand, or cause of action brought by or on behalf of any employees of Duvall against Redmond, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

6. DISCRIMINATION

6.1 Redmond hereby certifies that it is an equal opportunity employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines contained in Revised Order 4 of the United States Department of Labor. Both parties agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, or disability. Both parties agree that they will take affirmative action to ensure that all employment actions are without regard to race, color, religion, sex, national origin, marital status, or disability. Such action includes but is not limited to employment, upgrading, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

7. NOTICES

7.1 All notices to the parties under terms of this Agreement, unless otherwise specified herein, or as may be amended, shall be in writing, addressed as follows:

DUVALL:

City of Duvall
Police Department
Chief Glenn Merryman
P.O. Box 1300
Duvall, WA 98019

REDMOND:

City of Redmond
Police Department
Chief Ron Gibson
P.O. Box 97010
Redmond, WA 98073-9710

8. ENTIRE AGREEMENT/MODIFICATION

8.1 This Agreement is intended to express the entire agreement of the parties, and may not be altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original agreement.

DATE: _____

CITY OF DUVALL

By: _____

Its: _____

Approved as to form:



City Attorney

DATE: 11/8/2012

CITY OF REDMOND

By:  _____
Its: Deputy City Administrator

Approved as to form:



City Attorney

Exhibit A

GENERAL OPERATIONAL PROCEDURES for the delivery of law enforcement communications services by the City of Redmond to the City of Duvall.

INTRODUCTION:

The Redmond Police Communications/911 Center is a progressive customer service oriented organization designed to perform a myriad of communication and information functions rapidly and accurately. The volume, complexity, immediacy, and accuracy of the work performed requires standard operating procedures that are often specifically defined and uniform. In establishing procedures to provide Communications services for Duvall/Carnation, a general rule has been followed:

Standard practices and procedures with Duvall/Carnation will not vary from existing Redmond Communications procedures unless significant reasons dictate a variance.

This general rule should be applied to issues in dispute.

However, Redmond does recognize that providing high quality services to Duvall/Carnation may necessitate some accommodation by Redmond in service delivery to satisfy service needs that are unique to Duvall policing.

A. RADIO USE, CALL RECEIVING AND DISPATCHING

The Duvall Police Department will abide by the Redmond Police Department Manual of Standards Communications Chapter 30.

The Redmond Police Communications/911 Center will answer Duvall/Carnation Police telephone calls for police services in conjunction with the Redmond Police telephone calls for police services. The Duvall/Carnation Police calls will receive the same screening and processing by all call receivers including entry in the Computer Aided Dispatch (CAD) system when appropriate.

The processed calls will be classified by incident nature and prioritized equally with Redmond calls according to the three call response classifications described in the Redmond Police Manual of Standards Communications Chapter 30.

Upon the conclusion of any incident entered in CAD, Duvall Police officers will provide the Communications Center an appropriate clearing and disposition code as described in the Redmond Police Officers Reference guide.

The Redmond Communications/911 Center will perform audio log data searches and duplication tapes from logging data recorders upon written request from the Duvall Police Department.

The Redmond Communications/911 Center reserves the right to refuse to perform audio searches/duplication services that may require extensive labor or are not warranted in the opinion of the Redmond Police Communications Supervisor.

B. DATA AND WARRANT SERVICES

General: Duvall Police Department maintains a signed agreement with the Washington Criminal Information Center (WACIC) to abide by the laws and regulations governing WACIC users.

Redmond will provide all WACIC services currently possessed by Redmond to Duvall Police Department consistent with the Redmond Communications/911 Center internal practices and policies governing the use of its facilities.

Periodic audits are conducted to insure the accurate and validity of data in WACIC. Duvall Police Department must assist the auditing of Duvall Police Department's data entries.

Teletypes directed to Duvall Police Department and teletypes directed to all police departments will be transmitted to Duvall Police Department via radio, telephone, fax, or CAD messaging if the Communications Center Supervisor deems the information urgent. Otherwise, a copy of the teletype will be mailed to Duvall Police Department.

1. Arrest Warrants:

Redmond Communications/911 will enter original arrest warrants from district or municipal courts with which Duvall contracts for court services into WACIC. The Redmond Communications/911 Center has rigid procedures regarding the processing and computer entry of arrest warrants to minimize inappropriate arrests. Duvall Police Department, the district court, and Redmond Communications/911 will abide by the following procedures regarding computer entry and service of district court warrants.

- a. Duvall Police Department will select the district court warrants to be entered by Redmond Communications/911. The original warrants (not copies) will be delivered to the Redmond Police Records Division, which will screen the warrants and attachments for completeness and return incomplete warrants for correction. The Redmond Records Division will then forward the original copy to the Redmond Communications/911 Center which will then enter the acceptable original warrants into WACIC. Original warrants will then be filed and maintained in the warrant storage area within the Communications Center. Warrant entries into WACIC must be from original warrants, which are in the possession of the Redmond Communications/911 Center.
- b. District courts and the Duvall Police Department are responsible for notifying the Redmond Police Communications/911 Center immediately of changes in the status of arrest warrants.
- c. District courts will place an expiration date on their warrants in accordance with the WACIC expiration requirements. The Redmond Communications/911 Center will periodically purge these warrants using the expiration date, and will return the purged warrants to the court.
- d. The Duvall Police Department is responsible for transporting persons arrested on warrants generated by activity within their jurisdiction.

- e. If Duvall Police Department elects to book a prisoner in jail, the Redmond Communications/911 Center must be immediately notified by radio to verify the warrant to determine its validity, and teletype or fax the agency booking the prisoner the contents of the warrant. Duvall Police Department or district courts must immediately advise the Redmond Police Communications/911 Center by phone of incidents when a warrant is served and bail posted at either that department or court. The Redmond Communications/911 Center will then clear the WACIC entry.
- f. To preclude re-arrests on the same warrant, the Redmond Police Department strongly urges the Duvall Police Department not to make copies of arrest warrants for themselves, release copies to other police agencies, or permit file copies to leave their station facility. The Duvall Police Department is responsible for all outstanding copied warrants they produce and erroneous arrests or re-arrests as a consequence of copied warrants.

2. Stolen Vehicles:

Immediately after completing a Vehicle Theft Report, signed by the victim, Duvall Police Department will forward the theft information by radio or phone to the Redmond Communications/911 Center. A call receiver will issue a police report case number and make the appropriate WACIC data entry. A copy of the Vehicle Theft Report will be maintained by the Duvall Police Department and be readily available to the Redmond Communications/911 Center for verification purposes. The Duvall Police Department must immediately report to the Redmond Communications/911 Center recoveries of all stolen vehicles and maintain a copy of the recovery report at the Duvall Police Station Section with the appropriate case number. The Redmond Communications/911 Center will make the proper notifications and arrangements with the originating agency at the time of recovery.

3. Vehicle Impound:

The Redmond Communications/911 Center will enter into the CAD Tow log, Duvall Police Department's temporary impounds, private impounds, and repossessed vehicles. Abandoned vehicles and police impounds will be entered into WACIC as required.

4. Stolen Property:

The Redmond Police Department enters stolen property information into WACIC for Duvall Police and follows the following guidelines:

- a. The Duvall Police Department requests stolen property data entry by Redmond Communications/911 via telephone.
- b. The Duvall Police Department is responsible for notifying the Redmond Communications/911 Center of recovered stolen property to coordinate timely removal of the WACIC stolen property entry.

5. Missing Person/Juvenile Runaways:
The Redmond Communications/911 Center will enter Duvall Police Department's Missing Persons and Juvenile Runaways into WACIC and NCIC as required. Duvall Police Department will be responsible for any and all follow up on runaway entries to determine changes in status. They will be required to notify the Redmond Communications/911 Center immediately of any changes (i.e., runaway is back home, etc.).
6. Entry Procedures:
After receiving a police report case number, Duvall Police Department will telephone the Redmond Communications/911 Center and provide sufficient information to enter missing persons and runaway juveniles into WACIC. The call receiver will make the appropriate WACIC entry. A copy of the case report will be maintained at the Duvall Police Department.

City Council 2012 Agenda Bill

City of Duvall
PO Box 1300
Duvall, WA 98019

ITEM INFORMATION		
Title:	Agenda Date: 12/13/12	Agenda Bill No. AB12-91
Approve and authorize they Mayor to sign the agreement with Sandra Sullivan for Prosecutor Services.	Department / Committee / Individual	Originator
	Mayor Will Ibershof	
	Planning Department – Lara Thomas	
	Administration – Steve Leniszewski	
	Police Chief – Glenn Merryman	X
Cost Impact:	Finance Department – Jill Long	
Fund Source:	City Attorney Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Timeline: Ongoing	Committee Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
SUMMARY STATEMENT:	Name of Committee: C.O.W.	
RECOMMENDED ACTION:		
Approve and authorize the Mayor to sign the agreement with Sandra Sullivan for Prosecutor Services.		
AMENDED MOTION:		

RECORD OF COUNCIL ACTION	
Motion as Proposed Above	Amended Motion
Motion Made by:	Motion Made by:
Seconded by:	Seconded by:
Passed:	Passed:
Failed:	Failed:
Cattin:	Cattin:
Collinwood:	Collinwood:
Walker, E:	Walker, E:
Nixon:	Nixon:
Gill:	Gill:
Ockerlander:	Ockerlander:
Walker, J:	Walker, J:

AGREEMENT FOR PROSECUTOR SERVICES

The parties to this Agreement are the City of Duvall, Washington, hereafter referred to as the "City," and Sandra S. Sullivan, hereafter referred to as the "Prosecutor". The purpose of this Agreement is to identify the terms and conditions under which the Prosecutor shall perform prosecution duties on behalf of the City.

AGREEMENT

The parties hereto agree as follows:

A. Performance of Duties. Prosecutor shall at all times faithfully perform all of the duties required pursuant to the express terms of this Agreement, including the scope of work attached hereto as Exhibit "A", the Rules of Professional Responsibility, and the direction of city management.

B. Compensation. The City shall compensate Prosecutor for services rendered as follows:

1. Fees

(a) Duvall cases. A fee of \$3,000.00 per month for general prosecution services including RALJ appeals in which the City is the appellant.

(b) Carnation cases. A fee of \$2,000.00 per month for general prosecution services including RALJ appeals in which the City is the appellant.

(c) The foregoing fees include all work performed, including one additional Monday court day per month which has been added to the previous regular court schedule.

(d) In addition, the following services shall be billed at the rate of \$125.00 per hour: forfeiture actions; police training; RALJ appeals initiated by defendants; and time spent on any RALJ appeal for proceedings conducted in a court higher than the Superior Court.

2. Prosecutor shall be reimbursed for costs and direct expenses advanced on the City's behalf including, but not limited to, photocopies, faxes, legal messenger fees, certified copies of no contact orders, other documents related to prosecution of domestic violence offenses, and court filing fees.

C. Qualifications and Independent Contractor Status.

1. In the event that the Prosecutor is unable to provide services due to illness, vacation, or other reasons acceptable to the City, Prosecutor shall secure the services of a substitute prosecutor and shall utilize only attorneys licensed by the State of Washington and in good standing with the Washington State Bar Association. Prosecutor shall be responsible for all compensation due and attributable to the use of the substitute prosecutor.

2. Prosecutor is an independent contractor in the performance of this Agreement. Prosecutor is not an employee of the City and shall be solely responsible for paying federal income tax and other taxes, fees, or other charges imposed by law upon independent contractors from the compensation paid to Prosecutor by the City. Prosecutor shall not be entitled to any benefits provided to City employees and shall specifically not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement.

- D. Indemnification. Prosecutor agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any acts or omissions of Prosecutor, intentional or otherwise, that are outside of the scope of Prosecutor's official duties as described herein.
- E. Term. Notwithstanding the date of execution of this Agreement, it shall commence on January 1, 2013 and may be terminated by either party with or without cause by providing a sixty (60) day written notice of termination to the other party (see Section H). Unless terminated, or revised by mutual agreement of the parties, this Agreement shall renew upon the same terms and conditions, each year, on January 1st.
- F. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statement or prior agreements shall not be effective or construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.
- G. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.
- H. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Attorney: Sandra S. Sullivan
70 E. Sunset Way
#287
Issaquah, WA 98027

City: Clerk
City of Duvall
PO Box 1300
Duvall, WA 98019

- I. Waiver and Modification. No waiver or modification of this Agreement shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed

to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

DATED this _____ day of _____, 2012.

CITY OF DUVALL

PROSECUTOR

Mayor

Sandra S. Sullivan

EXHIBIT "A"
SCOPE OF WORK

Services to be provided include:

- a. Prosecution of defendants in Duvall Municipal Court;
- b. Representing the City in civil and criminal forfeiture actions; and
- c. Prosecuting appeals related to the foregoing matters as directed by the City.

City Council 2012 Agenda Bill

City of Duvall
PO Box 1300
Duvall, WA 98019

ITEM INFORMATION		
Title:	Agenda Date: 12/13/12	Agenda Bill No. AB12-92
Resolution of the City Council of the City of Duvall, Washington, authorizing certain delinquent accounts to be written off.	Department / Committee / Individual	Originator
	Mayor Will Ibershof	
	Planning Department – Lara Thomas	
	Public Works – Steve Leniszewski	
	Police Chief – Glenn Merryman	
Cost Impact:	Finance Department – Jill Long	X
Fund Source:	City Attorney Review Yes X No <input type="checkbox"/>	
Timeline:	Committee Review Yes X No <input type="checkbox"/>	
SUMMARY STATEMENT:	Name of Committee: COW	
Delinquent accounts over \$300 require approval of City Council in order to be written off. One account has been identified due to bankruptcy that needs to be written off this year.		
RECOMMENDED ACTION:		
Adopt the resolution writing off delinquent account.		
AMENDED MOTION:		

RECORD OF COUNCIL ACTION	
Motion as Proposed Above	Amended Motion
Motion Made by:	Motion Made by:
Seconded by:	Seconded by:
Passed:	Passed:
Failed:	Failed:
Cattin:	Cattin:
Collinwood:	Collinwood:
Walker, E.:	Walker, E.:
Nixon:	Nixon:
Gill:	Gill:
Ockerlander:	Ockerlander:
Walker, J:	Walker, J:

**CITY OF DUVALL
WASHINGTON
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF DUVALL, WASHINGTON, AUTHORIZING A
DELINQUENT ACCOUNT TO BE WRITTEN OFF**

WHEREAS, the City has made a good faith effort to collect balances owed in regard to a delinquent permit and development applications and

WHEREAS, the responsible party filed Chapter 7 bankruptcy and was discharged this year; and

WHEREAS, staff has determined that continued collection efforts will not be successful or will not be cost effective; and

WHEREAS, staff has recommended that the delinquent account be written off as uncollectable;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL,
WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Finance Director is authorized to write off the sum of \$1,415.36 for the following account:

Dean Sellers	\$ 1,415.36
--------------	-------------

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF DECEMBER, 2012.

CITY OF DUVALL

Approved as to form:

Mayor Will Ibershof

Bruce L. Disend, City Attorney

ATTEST/AUTHENTICATED:

Jodee Schwinn, City Clerk

City Council 2012 Agenda Bill

City of Duvall
PO Box 1300
Duvall, WA 98019

ITEM INFORMATION															
Title:	Agenda Date: 12/13/12	Agenda Bill No. AB12-93													
Approval of 2013 On Call Consulting Services Agreements	Department / Committee / Individual		Originator												
	Mayor Will Ibershof														
	Planning Department – Lara Thomas														
	Public Works – Steve Leniszewski		X												
	Police Chief – Glenn Merryman														
	Finance Department – Jill Long														
Cost Impact: See below															
Fund Source: tbd	City Attorney Review Yes <input type="checkbox"/> No <input type="checkbox"/>														
Timeline: 2013	Committee Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>														
SUMMARY STATEMENT:	Name of Committee:														
<p>Every Calendar Year the City of Duvall signs consulting agreements with various contractors for On-Call Consulting Services. Consultants will assist City staff on projects for proposed developments, capital improvements and in support of other miscellaneous tasks. Services may include but are not limited to: Professional engineering consultation, review development project plans and drawings, permit coordination and review, survey, GIS and CAD mapping, CAD drafting and standard details, EIS preparation, Municipal facilities design and technical report preparation. Additionally we require assistance with traffic Impact Analysis (TIA) for development applications reviewing for consistency with City regulations and policies, supporting the City with other traffic engineering and planning needs, including traffic volume forecasting, operations analyses, and conceptual designs.</p> <p><u>2013 Consulting Agreements:</u></p> <table border="0"> <tr> <td>Transpo Group: \$20,000</td> <td>GeoEngineers: \$20,000</td> </tr> <tr> <td>Site Development Associates (SDA): \$50,000</td> <td>PGS: \$20,000</td> </tr> <tr> <td>Murray Smith & Associates (MSA): \$20,000</td> <td>BHC: \$20,000</td> </tr> <tr> <td>PACE Engineers: \$20,000</td> <td>ESA Adolfson: \$45,000</td> </tr> <tr> <td>KPG: \$20,000</td> <td>Parametrix: \$20,000</td> </tr> <tr> <td>Andy Kovach Architechts: \$10,000</td> <td></td> </tr> </table>				Transpo Group: \$20,000	GeoEngineers: \$20,000	Site Development Associates (SDA): \$50,000	PGS: \$20,000	Murray Smith & Associates (MSA): \$20,000	BHC: \$20,000	PACE Engineers: \$20,000	ESA Adolfson: \$45,000	KPG: \$20,000	Parametrix: \$20,000	Andy Kovach Architechts: \$10,000	
Transpo Group: \$20,000	GeoEngineers: \$20,000														
Site Development Associates (SDA): \$50,000	PGS: \$20,000														
Murray Smith & Associates (MSA): \$20,000	BHC: \$20,000														
PACE Engineers: \$20,000	ESA Adolfson: \$45,000														
KPG: \$20,000	Parametrix: \$20,000														
Andy Kovach Architechts: \$10,000															
RECOMMENDED ACTION:															
<p>Approve and authorize the Mayor to sign On Call Consulting Services Agreement for the following consultants for 2013: Transpo Group, SDA, Murray, Smith and Associates, PACE Engineers, KPG, Andy Kovach Architechts, Reengineers, PGS, BHC and ESA Adolfson and Parametrix.</p>															
AMENDED MOTION:															

RECORD OF COUNCIL ACTION	
Motion as Proposed Above	Amended Motion
Motion Made by:	Motion Made by:
Seconded by:	Seconded by:
Passed:	Passed:
Failed:	Failed:
Cattin:	Cattin:
Collinwood:	Collinwood:
Walker, E.:	Walker, E.:
Nixon:	Nixon:
Gill:	Gill:
Ockerlander:	Ockerlander:
Walker, J:	Walker, J:

City Council 2012 Agenda Bill

City of Duvall
PO Box 1300
Duvall, WA 98019

ITEM INFORMATION			
Title:	Agenda Date: 12/13/12	Agenda Bill No. AB12-94	
Centennial Project Contract #2012-25	Department / Committee / Individual		Originator
	Mayor Will Ibershof		
	Planning Department – Lara Thomas		
	Public Works – Steve Leniszewski		X
	Police Chief – Glenn Merryman		
Cost Impact: TBD; up to \$645,000	Finance Department – Jill Long		
Fund Source: 304, 305, 308, 407	City Attorney Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Timeline: Winter / Spring 2013	Committee Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
SUMMARY STATEMENT:		Name of Committee: council	
Staff will bring the bid results and identify the apparent low bidder at this meeting.			
<p>This project includes streetscape and utility improvements along Stephens Street that are designed to celebrate the City's upcoming centennial anniversary. The project concept has been developed through input received from multiple citizen groups and features a number of unique items that are significant to our community and history. The overall base bid Engineer's estimate for this project is approximately \$600,976. The project also includes 3 Alternates which, if included, raises the total estimate to \$645,056; each of the schedules and their estimated costs are presented below:</p> <p>Schedule A: Roadway Improvements - \$392,637 Schedule B: Water Improvements - \$95,839 (will contribute to Sch. A paving items above ≈ \$30k & \$10k for PSE Sc74) Schedule C: Public Art - \$112,500 Alternate 1 (Decorative Concrete) - \$18,000 Alternate 2 (Landscape) - \$11,080 Alternate 3 (Structure) - \$15,000</p> <p>This project is listed as # L4 in the Water Comp Plan, and is generally supported in the Parks CIP as well as the Comprehensive Plan.</p>			
RECOMMENDED ACTION:			
Approve and authorize the Mayor to sign contract #2012-25 with the lowest responsible bidder for the Centennial Project.			
AMENDED MOTION:			

RECORD OF COUNCIL ACTION	
Motion as Proposed Above	Amended Motion
Motion Made by:	Motion Made by:
Seconded by:	Seconded by:
Passed:	Passed:
Failed:	Failed:
Cattin:	Cattin:
Collinwood:	Collinwood:
Walker, E:	Walker, E:
Nixon:	Nixon:
Gill:	Gill:
Ockerlander:	Ockerlander:
Walker, J:	Walker, J:

City Council

2012 Agenda Bill

City of Duvall
PO Box 1300
Duvall, WA 98019

ITEM INFORMATION

Title: 2012 CPA	Agenda Date: 12/13/12	Agenda Bill No. AB12-95
2012 Comprehensive Plan Amendments City's Capital Facilities Element, the adoption by reference of the Riverview School District and Future Land Use Map. (CPA12-001)	Department / Committee / Individual	Originator
	Mayor Will Ibershof	
	Planning Department – Lara Thomas	X
	Public Works – Steve Leniszewski	
	Police Chief – Glenn Merryman	
	Finance Department – Jill Long	
Cost Impact:	City Attorney Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fund Source:	Committee Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Timeline:		
SUMMARY STATEMENT:	Name of Committee:	
<p>There are three main components to the 2012 Comprehensive Plan Amendments, the Capital Facilities Plan, the incorporation of the Riverview School District Capital Facilities Plan into the City's Comprehensive Plan and amendments to the City's Future Land Use Map.</p> <p>The Capital Facilities Element (CFE) discusses all current infrastructure owned by the City and establishes and documents a plan for the City to provide the infrastructure and facilities needed to serve its residents in the future. The CFE consolidates capital improvement projects from this and other comprehensive plan elements into a complete capital improvement program for the next six years (2013-2018). The purpose of the Capital Facilities Element is to determine the availability of existing capital facilities, forecast future needs for such facilities based upon land use and population growth statistics, and to plan for how such facilities will be financed. The Capital Facilities Element functions as an integral part of the City's Comprehensive Plan, and is essential in maintaining adequate level of service standards for all facilities.</p> <p>The Riverview School District Capital Facilities Plan is intended to provide the City of Carnation, the City of Duvall, King County, and other jurisdiction a description of the facilities needed to accommodate projected student enrollment at acceptable levels of service over the six year period (2012-2018).</p> <p>The City of Duvall's Future Land Use Map (FLUM) identifies the comprehensive plan designation for each parcel within the City and the associated urban growth area. The City is proposing to amend the comprehensive plan designation and concurrently rezone eight parcels. The proposed amendment will result in a comprehensive plan and zoning designation of Public Facilities (PF). These parcels serve as public facilities per Duvall Comprehensive Plan.</p> <p>The proposed amendments include the Riverview School District at the corner of 1st Avenue NE and NE Stella Street (parcel # 2130700790, 2130700810, 2130700830, 2130700785, 2130700780 and 2130700775) and are currently using the site as the District's administrative offices. Also included are the parcels containing the City of Duvall's water towers located at 144th Street and 282nd PL NE (Parcel # 2133020350), and Big Rock Road and 138th Place (Parcel # 2129700230).</p> <p>Existing FLUM Designation by Parcel: Mixed Use (MU)-2130700790 and 2130700810 (RSD) Residential 8 units per acre (R8) - 2130700830, 2130700785, 2130700780 and 2130700775 (RSD) Residential 4 units per acre (R4) – 2133020350 (Water Tower at 144th Street and 282nd) Residential 4 units per acre (R4) – 2129700230 (Water Tower at Big Rock Road and 138th Place)</p>		

RECOMMENDED ACTION:

Continue public hearing, take public testimony, and adopt the 2012 Comprehensive Plan Amendments (Capital Facilities Element, the adoption by reference of the Riverview School District's Capital Facilities Plan and adopt the 2012 Future Land Use Map)

AMENDED MOTION:**RECORD OF COUNCIL ACTION**

Motion as Proposed Above	Amended Motion
Motion Made by:	Motion Made by:
Seconded by:	Seconded by:
Passed:	Passed:
Failed:	Failed:
Cattin:	Cattin:
Collinwood:	Collinwood:
E. Walker:	E. Walker:
Nixon:	Nixon:
Gill:	Gill:
Ockerlander:	Ockerlander:
J. Walker:	J. Walker:

CITY OF DUVALL
WASHINGTON
ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF DUVALL,
WASHINGTON, RELATING TO 2012 COMPREHENSIVE
PLAN AMENDING THE CAPITAL FACILITIES
ELEMENT, ADOPTING THE RIVERVIEW SCHOOL
DISTRICT CAPITAL FACILITIES PLAN BY REFERENCE
AND AMENDING THE FUTURE LAND USE MAP**

WHEREAS, the Growth Management Act gives authority to cities to update their comprehensive plans once per year so that the cumulative effects of the proposed amendments can be analyzed for consistency and the overall effect on the remainder of the plan; and

WHEREAS, during the past year, the City received proposed amendments to the City's Comprehensive Plan related to the capital facilities element of the Plan, the Riverview School District capital facilities plan, and amending the future land use map; and

WHEREAS, the Planning Commission has conducted workshops and hearings on the proposed amendments, considered the proposed amendments, and recommended adoption of the amendments by the City Council, as set forth in their Findings and Recommendations in attached Exhibit D; and

WHEREAS, the City has complied with the procedures for adopting Comprehensive Plan Amendments required by City Code, DMC Chapter 14.72, including notices posted at City Hall, Duvall Public Library and the Duvall Post Office, and publication of hearing notices in the Seattle Times newspaper; and

WHEREAS, the proposed amendments, designated as CPA12-001, have been reviewed in accordance with, and is consistent with, the King County Countywide Planning Policies; and

WHEREAS, adoption of CPA12-001 will further the public health, safety, and general welfare; and

WHEREAS, the Duvall City Council, after considering all information received, has determined to adopt the amendments as provided in this ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Capital Facilities Element. The 2012 Duvall Comprehensive Plan is amended as follows:

The Capital Facilities Element dated December 2012, and attached as Exhibit A, is hereby adopted as the Capital Facilities Element of the Duvall Comprehensive Plan.

Section 2. Riverview School District Capital Facilities Plan. The 2012 Duvall Comprehensive Plan is amended as follows:

The Riverview School District Capital Facilities Plan, dated May 22, 2012, and attached as Exhibit B, is hereby adopted, by reference, into the Capital Facilities Element of the Duvall Comprehensive Plan.

Section 3. Future Land Use Map. The 2012 Duvall Comprehensive Plan is amended as follows:

Assessor's Parcel Numbers 2130700790, 2130700810, 2130700830, 2130700785, 2130700780 and 2130700775 at the corner of 1st Avenue NE and NE Stella Street in Duvall, Assessor's Parcel Number 2133020350 located in the vicinity of 144th Street and 282nd Place NE in Duvall, Assessor's Parcel Number 2129700230 at the corner of Big Rock Road and 138th Place in Duvall, are amended to Public Facilities (PF), and attached as Exhibit C of this ordinance, shall be adopted as the City of Duvall's Official Future Land Use Map.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE DAY OF , 2012.

CITY OF DUVALL

Approved as to form:

Mayor Will Ibershof

Bruce Disend, City Attorney

ATTEST/AUTHENTICATED:

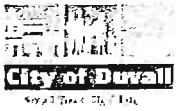
Jodee Schwinn, City Clerk

Ben Swanson

From: Lara Thomas
Sent: Tuesday, November 27, 2012 3:11 PM
To: dorisha@frontier.com; Bill Schneider (Wimmer Solutions Corporation)
Cc: Ben Swanson
Subject: RE: Parcel #2133020350 Rezoning

Doris,
Your email ended getting buried in my pile. Attached is a link to the allowed uses within the public facilities zone for your reference Chapter 14.32 - PUBLIC FACILITIES (PF) ZONING DISTRICT. The site does contain a water storage facility. Activities in the future could include the addition of cell antennas. With it zoned public facility it does require a vegetative setback if additional equipment is installed, constructed or stored. There are no plans in the near future for this site. Currently the residential zone does not require public notice for minor improvements like a cell tower addition.

Thank you,



Lara Thomas, Planning Manager
City of Duvall, PO Box 1300, Duvall WA 98019
lara.thomas@duvallwa.gov (425) 788-2779 ext 2

From: dorisha@frontier.com [mailto:dorisha@frontier.com]
Sent: Wednesday, November 14, 2012 11:23 AM
To: Lara Thomas; Bill Schneider (Wimmer Solutions Corporation)
Cc: Ben Swanson
Subject: Re: Parcel #2133020350 Rezoning

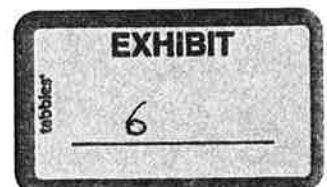
Hi Lara,

thank you for your response. Can you elaborate a little on what the rezoning from residential to public facility means in the case of the water tower parcel from a legal point of view, and what are the City of Duvall's future plans for this parcel? For example, can unsightly equipment be stored with or without notification/approval of the residents, etc.? Are more cell phone antennas or other structures added?

We are mainly concerned about potential health hazards as well as a possible decrease in real estate values as is the case with power line properties.

Thanks again in advance for your response.

Doris Hartwig



From: Lara Thomas <lara.thomas@duvallwa.gov>
To: Bill Schneider (Wimmer Solutions Corporation) <v-bischn@microsoft.com>
Cc: dorisha@frontier.com; Ben Swanson <ben.swanson@duvallwa.gov>
Sent: Tuesday, November 13, 2012 12:05 PM
Subject: RE: Parcel #2133020350 Rezoning

Bill and Doris,

Thank you for contacting the planning department. The parcel is owned by the city and houses one of two water storage facilities. The city is zoning the facility from residential to public facility as part of a cleanup of all public facilities in Duvall that are not zoned public facilities. City owned properties that contain public facilities like sewer, water, government service buildings need to be zoned appropriately based on their use. This should have been done when the storage facility was constructed. For the past three years we have slowly been rezoning these type of facilities. Let me know if you have any further questions. You can email or call me.

Lara Thomas



Lara Thomas, Planning Manager
City of Duvall, PO Box 1300, Duvall WA 98019
lara.thomas@duvallwa.gov (425) 788-2779 ext 2

From: Bill Schneider (Wimmer Solutions Corporation) [<mailto:v-bischn@microsoft.com>]
Sent: Saturday, November 10, 2012 12:10 PM
To: Lara Thomas
Cc: dorisha@frontier.com
Subject: Parcel #2133020350 Rezoning

Hello Laura,

We are homeowner residents adjacent to and in direct view of Parcel #2133020350. We have concerns regarding future plans for this parcel. Can you share with us why this rezoning is needed?

Thank You
Bill Schneider 14303 282nd PL NE Duvall
Doris Hartwig 14308 282nd PL NE Duvall



Small Town. Real Life.

MINUTES SPECIAL DUVALL PLANNING COMMISSION MEETING AND PUBLIC HEARING

**Community Center, 26512 NE Stella Street, Duvall
Wednesday, November 14, 2012, at 7:00 PM**

1. Call to Order – Flag Salute

The Planning Commission meeting was called to order by Commissioner Questad at 7:00 P.M.

2. Roll Call

Commissioners Mat Questad (chaired), Scott Thomas, Ryan Deason, Dr. Gary Rutledge, Margie Coy (arrived at 7:15 p.m.) and Ron Logan were in attendance. Commissioner Eric Preston was not in attendance. City Staff member Ben Swanson, Associate Planner was in attendance.

3. Announcements

Planner Swanson distributed the stipend waivers for 2013 to the Planning Commission and asked they are returned before the new year. He also explained, due to an error, there are minor revisions to the agenda that eliminated the sign code update. Finally, Planner Swanson distributed the Planning Commission Bylaws for review by the Commission.

4. Approval of Minutes

Minutes from the October 17, 2012, joint Planning Commission and City Council workshop will be held over for approval until the next meeting.

5. Citizen's Comments and Requests – Items not on the Agenda

None

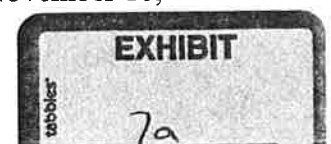
6. Old Business

None

7. New Business

A. Public Hearing - Comprehensive Plan Amendment and rezones (CPA12-001, RZ12-001, RZ12-002, RZ12-003)

Commissioner Questad opened the Public Hearing at 7:13 p.m. Planner Swanson read a email into the record from Bill Schneider and Doris Hartwig of 14308-282nd Pl NE, Duvall, regarding the rezone of parcel #2133020350. The email is dated November 10,



2012. On November 13, 2012, Planning Manager Thomas responded to the inquiry. Both emails are entered as exhibit #6. Planner Swanson gave an overview of the proposed comprehensive plan amendments and rezones. No members of the public were present and Commissioner Questad closed the public hearing at 7:27 p.m. Planning Commission began deliberation citing concerns with the Riverview School District Capital Facilities Plan specifically, the proposal to not collect school impact for a second year. Commissioner Thomas and Questad felt the District's projections are not keeping up with the current growth in Duvall. Both Commissioners do not want the existing residence to pay for growth and feel the developers should be paying their fair share through school impact fees. Commissioner Thomas also questioned if the District will ask for a bond the following year. Planner Thomas requested someone for the District come to the next meeting to answer questions. Commissioner Coy felt the same and would like clarification of the formula used to calculate student growth. Commissioner Rutledge stated historically government does not ask for funding until the growth takes place. Commissioner Deason stated he would like to see how Riverview's growth formula compares with other districts. Commissioner Logan moved to approve CPA12-001, RZ12-001, RZ12-002 and RZ12-003, but the motion died without a second. Commissioner Questad asked if there was a motion to postpone the decision until a representative for the Riverview School District can attend to respond to the Commission's questions. The motion was moved and seconded (*Rutledge - Thomas*) with Commissioner Logan as the only nay vote.

8. Adjournment

It was moved and seconded (*Rutledge - Coy*) to adjourn the meeting. Motion carries with all ayes. The meeting was adjourned at 8:14 p.m.



Small Town. Real Life.

MINUTES SPECIAL DUVALL PLANNING COMMISSION MEETING AND PUBLIC HEARING

**Community Center, 26512 NE Stella Street, Duvall
Wednesday, November 28, 2012, at 7:00 PM**

1. Call to Order – Flag Salute

The Planning Commission meeting was called to order by Commissioner Questad at 7:02 P.M.

2. Roll Call

Commissioners Mat Questad (chaired), Scott Thomas, Ryan Deason, Dr. Gary Rutledge, Margie Coy, Eric Preston and Ron Logan were in attendance. City Staff members Lara Thomas, Planning Manager and Ben Swanson, Associate Planner was in attendance. Also in attendance were Mayor Will Ibershof and Bill Adamo, Director of Business & Operations at the Riverview School District.

3. Announcements

Planner Thomas announced the tree lighting ceremony will be held this weekend at the Depot Park. She also stated City Council passed the budget for 2013. Finally, the city assembled an ad hoc committee to review the Toll Brothers development agreement.

4. Approval of Minutes

Minutes from the October 17, 2012, joint Planning Commission and City Council workshop and the November 14, 2012 Planning Commission meeting will be held over for approval until the next meeting.

5. Citizen's Comments and Requests – Items not on the Agenda

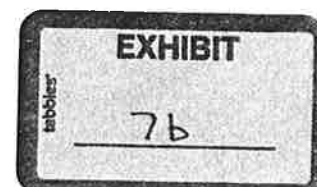
None

6. Old Business

A. Riverview School District Capital Facilities Plan

Item #1 - Review plan with Bill Adamo (Riverview School District)

Mr. Adamo gave a brief introduction and proceeded to answer questions from the Planning Commission. Mr. Adamo stated the factors in determining growth rate are determined by King County which requires school districts to plan for a six year period. Next he explained the RCW's were amended in 2009 to allow the districts to keep impact fees for up to 10 years, but the guidelines are not established. Until that time the districts cannot keep impact fees past six years.



Next question, will there be a bond in the next six years? Mr. Adamo stated no and a bond is not identified in the six year plan.

Planning Commissions next concern was than new growth will not pay for itself. Mr. Adamo explained impact fees are based on formula using capital projects within the six year timeframe. If there is not a project identified Riverview cannot charge impact fees. The formula is supplied by King County and standard to all districts with in the County. In order to place projects in the six year plan Riverview must first show a facilities deficit.

Mr. Adamo also explained impacts fees will not stay at zero and will eventually increase. He also cautioned the Commission that historical impact fees contribute 1.5% to the capital budget; state wide average is 4-8%.

The Commission asked how can there be no impact fees in Duvall is homes are begin built. Mr. Adamo explained the growth rate for Riverview is at 2% and does not just Duvall. The growth rate accounts for Carnation and the surrounding unincorporated areas. The current 2% growth rate is on track with Riverview's projections.

Mr. Adamo encouraged the Planning Commission and City Council to attend School Board meetings and present their input. Planner Thomas also stated the City would change its adoption schedule of the plan to coincide with Riverview's. This will ensure timely review by the City and give opportunity for the Commission and Council to be involved early on.

The Commission asked why Riverview add projects and collect the fees regardless of the time frame. Mr. Adamo stated you begin to lose credibility with the people. Also if the money is not spent in the six years Riverview gives the money back to the homeowners. The question was asked about the use of portables and why doesn't Riverview plan ahead. Mr. Adamo stated there are several factors, fluctuation in enrolment, the number of students does not justify building a new school and if any district over builds they risk losing State funding.

Commission asked if there will be a new levy. Mr. Adomo replied there will be one in 2014 to replace the existing levy.

Planner Thomas there will be federal impacts. Mr. Adomo confirmed the district will lose about \$100,000 next year.

Item #2 - Make final recommendation to City Council on CPA12-001, RZ12-001, RZ12-002 and RZ12-003

It was moved and seconded (*Rutledge - Logan*) to make a recommendation of approval to City Council on CPA12-001, RZ12-001, RZ12-002 and RZ12-003. Motion carries with all ayes.

7. New Business

None

8. Adjournment

It was moved and seconded (*Preston - Rutledge*) to adjourn the meeting. Motion carries with all ayes. The meeting was adjourned at 8:21 p.m.

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City Council 2012 Agenda Bill

City of Duvall
PO Box 1300
Duvall, WA 98019

ITEM INFORMATION		
Title: 2012 Rezones	Agenda Date: 12/13/12	Agenda Bill No. AB12-96
2012 Rezone - Riverview School District (RZ2012-001), Water Tower at 144th Street and 282 nd (RZ12-002) and Water Tower at Big Rock Road and 138th Place (RZ12-003).	Department / Committee / Individual	Originator
	Mayor Will Ibershof	
	Planning Department – Lara Thomas	X
	Public Works – Steve Leniszewski	
	Police Chief – Glenn Merryman	
	Finance Department – Jill Long	
Cost Impact:	City Attorney Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fund Source:	Committee Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Timeline:		
SUMMARY STATEMENT:	Name of Committee:	
<p>The City is proposing to concurrently rezone eight parcels along with the 2012 amendments to the Future Land Use Map (FLUM). The proposed rezone will result in a zoning designation of Public Facilities (PF). These parcels serve as public facilities per Duvall Comprehensive Plan.</p> <p>The proposed amendments include the Riverview School District (RZ2012-001) at the corner of 1st Avenue NE and NE Stella Street (parcel # 2130700790, 2130700810, 2130700830, 2130700785, 2130700780 and 2130700775) and are currently using the site as the District's administrative offices. Also included are the parcels containing the City of Duvall's water towers located at 144th Street and 282nd PL NE (RZ12-002, Parcel # 2133020350), and Big Rock Road and 138th Place (RZ12-003, Parcel # 2129700230).</p> <p>Existing Zoning by Parcel: Uptown 1st Avenue (UT1) - 2130700790 and 2130700810 (RSD) Residential 8 units per acre (R8) - 2130700830, 2130700785, 2130700780 and 2130700775 (RSD) Residential 4 units per acre (R4) – 2133020350 (Water Tower at 144th Street and 282nd) Residential 4 units per acre (R4) – 2129700230 (Water Tower at Big Rock Road and 138th Place)</p>		
RECOMMENDED ACTION: Continue public hearing, take public testimony, and adopt the 2012 Rezones (2012 Zoning Map)		
AMENDED MOTION:		

RECORD OF COUNCIL ACTION	
Motion as Proposed Above	Amended Motion
Motion Made by:	Motion Made by:
Seconded by:	Seconded by:
Passed:	Passed:
Failed:	Failed:
Cattin:	Cattin:
Collinwood:	Collinwood:
E. Walker:	E. Walker:
Nixon:	Nixon:
Gill:	Gill:
Ockerlander:	Ockerlander:
J. Walker:	J. Walker:

CITY OF DUVALL
WASHINGTON
ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF DUVALL,
WASHINGTON, REZONING EIGHT PROPERTIES AND
AFFIRMING THE CITY'S OFFICIAL ZONING MAP**

WHEREAS, it is the desire of the City Council to ensure that zoning designations are consistent with comprehensive plan designations; and

WHEREAS, this ordinance is intended as a concurrent rezone following the adoption of Ordinance Number 1143, an ordinance amending the capital facilities element, adopting the riverview school district capital facilities plan by reference and amending the future land use map; and

WHEREAS, the Planning Commission has conducted workshops and hearings on the proposed amendments, considered the proposed amendments, and recommended adoption of the amendments by the City Council, as set forth in their Findings and Recommendations in attached Exhibit B; and

WHEREAS, on October 25, 2012 the City issued an Determination of Non-significance, for the proposed rezoning of the properties; and

WHEREAS, on November 14, 2012 the Planning Commission held a legally noticed public hearing and on November 28, 2012, recommended approval of the rezone to the Duvall City Council; and

WHEREAS, on December 13, 2012, the Duvall City Council held a legally noticed public hearing on the proposed rezone; and

WHEREAS, it is appropriate to rezone the properties identified below to "Public Facilities" to make them consistent with the Future Land Use Map;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Zoning Map Amendment. The 2012 Duvall Zoning Map is amended as follows:

Assessor's Parcel Numbers 2130700790, 2130700810, 2130700830, 2130700785, 2130700780 and 2130700775 at the corner of 1st Avenue NE and NE Stella Street in Duvall, Assessor's Parcel Number 2133020350 located in the vicinity of 144th Street and 282nd Place NE in Duvall, Assessor's Parcel Number 2129700230 at the corner of Big Rock Road and 138th Place in Duvall, are amended to Public Facilities (PF), and attached as Exhibit A of this ordinance, shall be adopted

as the City of Duvall's Official Zoning Map.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____, 2012

CITY OF DUVALL

Approved as to form:

Mayor Will Ibershof

Bruce Disend, City Attorney

ATTEST/AUTHENTICATED:

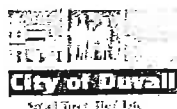
Jodee Schwinn, City Clerk

Ben Swanson

From: Lara Thomas
Sent: Tuesday, November 27, 2012 3:11 PM
To: dorisha@frontier.com; Bill Schneider (Wimmer Solutions Corporation)
Cc: Ben Swanson
Subject: RE: Parcel #2133020350 Rezoning

Doris,
Your email ended getting buried in my pile. Attached is a link to the allowed uses within the public facilities zone for your reference [Chapter 14.32 - PUBLIC FACILITIES \(PF\) ZONING DISTRICT](#). The site does contain a water storage facility. Activities in the future could include the addition of cell antennas. With it zoned public facility it does require a vegetative setback if additional equipment is installed, constructed or stored. There are no plans in the near future for this site. Currently the residential zone does not require public notice for minor improvements like a cell tower addition.

Thank you,



Lara Thomas, Planning Manager
City of Duvall, PO Box 1300, Duvall WA 98019
lara.thomas@duvallwa.gov (425) 788-2779 ext 2

From: dorisha@frontier.com [<mailto:dorisha@frontier.com>]
Sent: Wednesday, November 14, 2012 11:23 AM
To: Lara Thomas; Bill Schneider (Wimmer Solutions Corporation)
Cc: Ben Swanson
Subject: Re: Parcel #2133020350 Rezoning

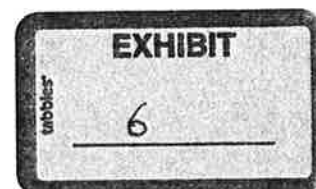
Hi Lara,

thank you for your response. Can you elaborate a little on what the rezoning from residential to public facility means in the case of the water tower parcel from a legal point of view, and what are the City of Duvall's future plans for this parcel? For example, can unsightly equipment be stored with or without notification/approval of the residents, etc.? Are more cell phone antennas or other structures added?

We are mainly concerned about potential health hazards as well as a possible decrease in real estate values as is the case with power line properties.

Thanks again in advance for your response.

Doris Hartwig



From: Lara Thomas <lara.thomas@duvallwa.gov>
To: Bill Schneider (Wimmer Solutions Corporation) <v-bischn@microsoft.com>
Cc: dorisha@frontier.com; Ben Swanson <ben.swanson@duvallwa.gov>
Sent: Tuesday, November 13, 2012 12:05 PM
Subject: RE: Parcel #2133020350 Rezoning

Bill and Doris,

Thank you for contacting the planning department. The parcel is owned by the city and houses one of two water storage facilities. The city is zoning the facility from residential to public facility as part of a cleanup of all public facilities in Duvall that are not zoned public facilities. City owned properties that contain public facilities like sewer, water, government service buildings need to be zoned appropriately based on their use. This should have been done when the storage facility was constructed. For the past three years we have slowly been rezoning these type of facilities. Let me know if you have any further questions. You can email or call me.

Lara Thomas



Lara Thomas, Planning Manager
City of Duvall, PO Box 1300, Duvall WA 98019
lara.thomas@duvallwa.gov (425) 788-2779 ext 2

From: Bill Schneider (Wimmer Solutions Corporation) [<mailto:v-bischn@microsoft.com>]
Sent: Saturday, November 10, 2012 12:10 PM
To: Lara Thomas
Cc: dorisha@frontier.com
Subject: Parcel #2133020350 Rezoning

Hello Laura,

We are homeowner residents adjacent to and in direct view of Parcel #2133020350. We have concerns regarding future plans for this parcel. Can you share with us why this rezoning is needed?

Thank You
Bill Schneider 14303 282nd PL NE Duvall
Doris Hartwig 14308 282nd PL NE Duvall



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MINUTES SPECIAL DUVALL PLANNING COMMISSION MEETING AND PUBLIC HEARING

**Community Center, 26512 NE Stella Street, Duvall
Wednesday, November 14, 2012, at 7:00 PM**

1. Call to Order – Flag Salute

The Planning Commission meeting was called to order by Commissioner Questad at 7:00 P.M.

2. Roll Call

Commissioners Mat Questad (chaired), Scott Thomas, Ryan Deason, Dr. Gary Rutledge, Margie Coy (arrived at 7:15 p.m.) and Ron Logan were in attendance. Commissioner Eric Preston was not in attendance. City Staff member Ben Swanson, Associate Planner was in attendance.

3. Announcements

Planner Swanson distributed the stipend waivers for 2013 to the Planning Commission and asked they are returned before the new year. He also explained, due to an error, there are minor revisions to the agenda that eliminated the sign code update. Finally, Planner Swanson distributed the Planning Commission Bylaws for review by the Commission.

4. Approval of Minutes

Minutes from the October 17, 2012, joint Planning Commission and City Council workshop will be held over for approval until the next meeting.

5. Citizen's Comments and Requests – Items not on the Agenda

None

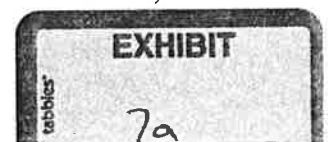
6. Old Business

None

7. New Business

A. Public Hearing - Comprehensive Plan Amendment and rezones (CPA12-001, RZ12-001, RZ12-002, RZ12-003)

Commissioner Questad opened the Public Hearing at 7:13 p.m. Planner Swanson read a email into the record from Bill Schneider and Doris Hartwig of 14308-282nd PI NE, Duvall, regarding the rezone of parcel #2133020350. The email is dated November 10,



2012. On November 13, 2012, Planning Manager Thomas responded to the inquiry. Both emails are entered as exhibit #6. Planner Swanson gave an overview of the proposed comprehensive plan amendments and rezones. No members of the public were present and Commissioner Questad closed the public hearing at 7:27 p.m. Planning Commission began deliberation citing concerns with the Riverview School District Capital Facilities Plan specifically, the proposal to not collect school impact for a second year. Commissioner Thomas and Questad felt the Districts projections are not keeping up with the current growth in Duvall. Both Commissioners do not want the existing residence to pay for growth and feel the developers should be paying their fair share through school impact fees. Commissioner Thomas also questioned if the District will ask for a bond the following year. Planner Thomas requested someone for the District come to the next meeting to answer questions. Commissioner Coy felt the same and would like clarification of the formula used to calculate student growth. Commissioner Rutledge stated historically government does not ask for funding until the growth takes place. Commissioner Deason stated he would like to see how Riverview's growth formula compares with other districts. Commissioner Logan moved to approve CPA12-001, RZ12-001, RZ12-002 and RZ12-003, but the motion died without a second. Commissioner Questad asked if there was a motion to postpone the decision until a representative for the Riverview School District can attend to respond to the Commission's questions. The motion was moved and seconded (*Rutledge - Thomas*) with Commissioner Logan as the only nay vote.

8. Adjournment

It was moved and seconded (*Rutledge - Coy*) to adjourn the meeting. Motion carries with all ayes. The meeting was adjourned at 8:14 p.m.



Small Town. Real Life.

MINUTES SPECIAL DUVALL PLANNING COMMISSION MEETING AND PUBLIC HEARING

**Community Center, 26512 NE Stella Street, Duvall
Wednesday, November 28, 2012, at 7:00 PM**

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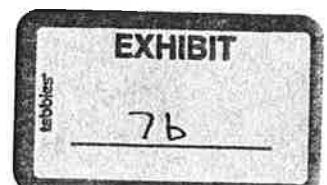
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6. Old Business

A. Riverview School District Capital Facilities Plan

Item #1 - Review plan with Bill Adamo (Riverview School District)

Mr. Adamo gave a brief introduction and proceeded to answer questions from the Planning Commission. Mr. Adamo stated the factors in determining growth rate are determined by King County which requires school districts to plan for a six year period. Next he explained the RCW's were amended in 2009 to allow the districts to keep impact fees for up to 10 years, but the guidelines are not established. Until that time the districts cannot keep impact fees past six years.



Next question, will there be a bond in the next six years? Mr. Adamo stated no and a bond is not identified in the six year plan.

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Mr. Adamo encouraged the Planning Commission and City Council to attend School Board meetings and present their input. Planner Thomas also stated the City would change its adoption schedule of the plan to coincide with Riverview's. This will ensure timely review by the City and give opportunity for the Commission and Council to be involved early on.

The Commission asked why Riverview add projects and collect the fees regardless of the time frame. Mr. Adamo stated you begin to lose credibility with the people. Also if the money is not spent in the six years Riverview gives the money back to the homeowners. The question was asked about the use of portables and why doesn't Riverview plan ahead. Mr. Adamo stated there are several factors, fluctuation in enrolment, the number of students does not justify building a new school and if any district over builds they risk losing State funding.

Commission asked if there will be a new levy. Mr. Adomo replied there will be one in 2014 to replace the existing levy.

Planner Thomas there will be federal impacts. Mr. Adomo confirmed the district will lose about \$100,000 next year.

Item #2 - Make final recommendation to City Council on CPA12-001, RZ12-001, RZ12-002 and RZ12-003

It was moved and seconded (*Rutledge - Logan*) to make a recommendation of approval to City Council on CPA12-001, RZ12-001, RZ12-002 and RZ12-003. Motion carries with all ayes.

7. New Business

None

8. Adjournment

It was moved and seconded (*Preston - Rutledge*) to adjourn the meeting. Motion carries with all ayes. The meeting was adjourned at 8:21 p.m.

City of Duvall Official Zoning Map

Legend

- Waterbodies**
- Waterbodies
- Zoning**
- R4 Residential 4 units per acre
 - R4.5 Residential 4.5 units per acre
 - R6 Residential 6 units per acre
 - R8 Residential 8 units per acre
 - R12 Residential 12 units per acre
 - OT Old Town-Mixed Use - retail, office and residential
 - UT1 Uptown - 1st Avenue - retail, office and residential
 - MT Midtown - commercial and office
 - RIV Riverside Village-retail, office and residential
 - MU12 Mixed Use - commercial and residential
 - MUI Mixed Use - institutional
 - CO Commercial - retail and office
 - LI Light Industrial - Light Industrial and Office
 - PF Public Facilities
 - City Limits
 - UGA
 - Streams

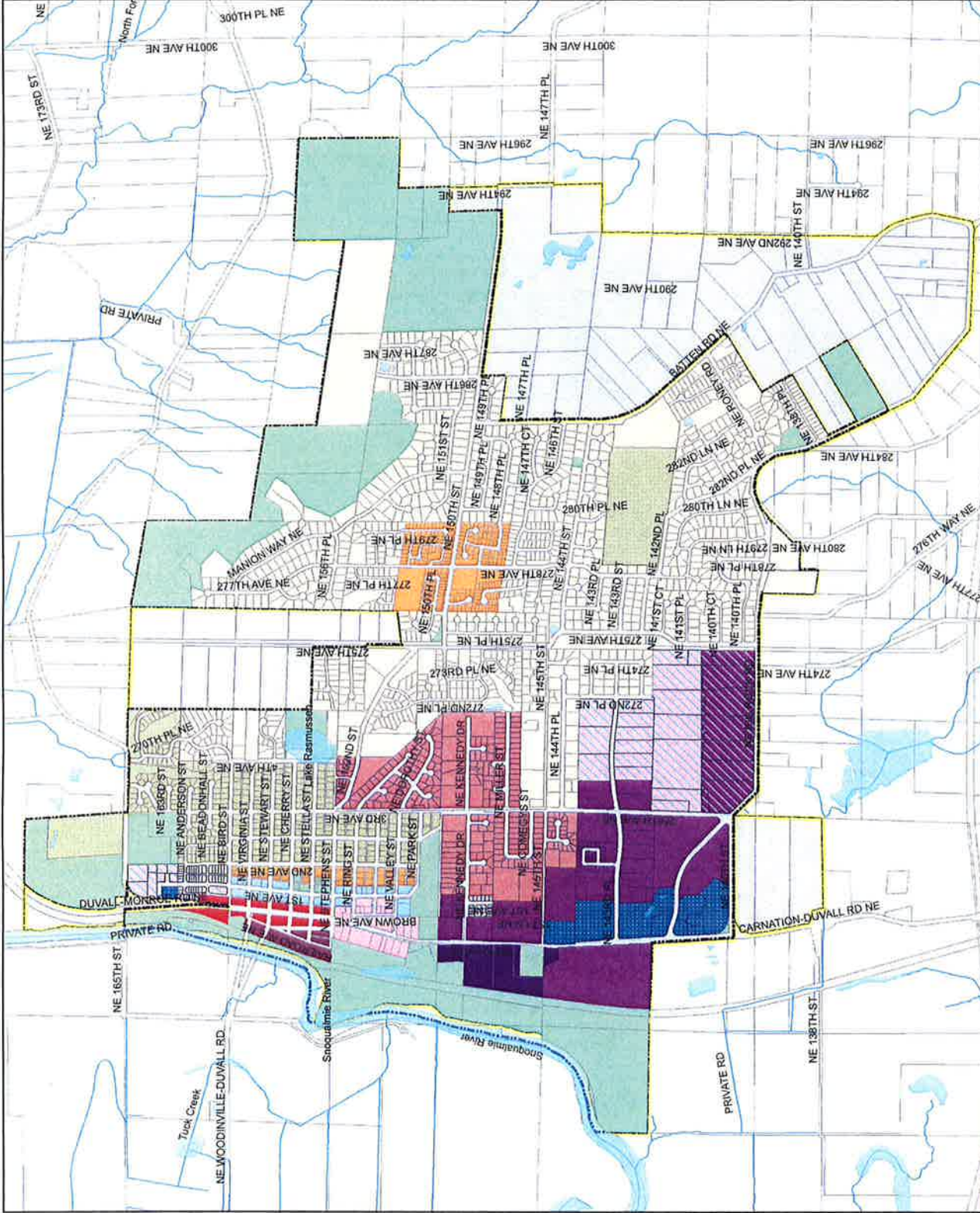
Adopted by Ordinance Number

01



NTS

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City Council 2011 Agenda Bill

City of Duvall
PO Box 1300
Duvall, WA 98019

ITEM INFORMATION			
Title: RSD Impact Fees	Agenda Date: 12/13/12	Agenda Bill No. AB13-97	
Riverview School District Impact Fee Adoption	Department / Committee / Individual	Originator	
	Mayor Will Ibershof		
	Planning Department – Lara Thomas	X	
	Public Works – Steve Leniszewski		
	Police Chief – Glenn Merryman		
Cost Impact:	Finance Department – Jill Long		
Fund Source:	City Attorney Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Timeline:	Committee Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
SUMMARY STATEMENT:	Name of Committee: Land Use		
<p>The District has determined based on projected enrollments, current capacities, and projected additional capacities, the district has permanent capacity needs at all grade levels. The District is in the preliminary planning stage of a new comprehensive K-8 school and anticipates that the construction of this school will be complete just outside the six years of this planning period. The District proposes no school impact fee for 2013.</p>			
RECOMMENDED ACTION:			
Adopt the 2013 school impact fee resolution for the Riverview School District			
AMENDED MOTION:			

RECORD OF COUNCIL ACTION	
Motion as Proposed Above	Amended Motion
Motion Made by:	Motion Made by:
Seconded by:	Seconded by:
Passed:	Passed:
Failed:	Failed:
Cattin:	Cattin:
Collinwood:	Collinwood:
Walker:	Walker:
Nixon:	Nixon:
Gill:	Gill:
Ockerlander:	Ockerlander:
J. Walker	J. Walker

CITY OF DUVALL
WASHINGTON
RESOLUTION NO.

**A RESOLUTION OF THE CITY OF DUVALL,
WASHINGTON, IMPLEMENTING A SCHOOL IMPACT
FEE FOR THE RIVERVIEW SCHOOL DISTRICT**

WHEREAS, on May 22, 2012 the Riverview School District Board of Directors adopted the 2012 Capital Facilities Plan for Riverview School District; and

WHEREAS, the Riverview School District Board of Directors has established impact fees in accordance with the adopted Riverview School District Capital Facilities Plan; and

WHEREAS, the City of Duvall collects the school impact fee on behalf of the Riverview School District and transmits those fees to the District;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL,
WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. The City of Duvall hereby adopts the Riverview School District Impact Fees in the amount of: \$0.00 for each new single-family residence; and \$0.00 for each new multi-family residence.

Section 2. Duvall Municipal Code Chapter 14.58, Impact Fee Collection, shall govern collection of the school impact fees.

Section 3. Effective Date. The school impact fees shall be effective as of January 1, 2013.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
13th DAY OF DECEMBER, 2012.

CITY OF DUVALL

Mayor Will Ibershof

Approved as to form:

ATTEST/AUTHENTICATED:

Bruce Disend, City Attorney

Jodee Schwinn, City Clerk

City Council 2011 Agenda Bill

City of Duvall
PO Box 1300
Duvall, WA 98019

ITEM INFORMATION		
Title:	Agenda Date: 12/13/12	Agenda Bill No. AB12-98
Land Use Fees and Fines	Department / Committee / Individual	Originator
	Mayor Will Ibershof	
	Planning Department – Lara Thomas	X
	Public Works – Steve Leniszewski	
	Police Chief – Glenn Merryman	
	Finance Department – Jill Long	
Cost Impact:	City Attorney Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fund Source:	Committee Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Timeline:		
SUMMARY STATEMENT:	Name of Committee: Land Use	
<p>Recently the City adopted a new Sign Code by Ordinance # 1137. As disused the Planning Department will move forward with the implementation phase of the new sign code. As part of the implementation of temporary signage; staff, planning commission, and council discussed the need for creating a retrieval fee for temporary signs. Planning is proposing a three tier system: first time is a warning, second time is a \$30 dollar retrieval fee, and every time thereafter is \$50.00.</p> <p>Planning has also updated the fee deposit to be more in line with actual costs. The city has not raised the deposit fees since 2005. Staff has also added new language to address past due accounts and the completion of land use application accounts.</p>		
RECOMMENDED ACTION:		
Adopt the land use fees and fines resolution		
AMENDED MOTION:		

RECORD OF COUNCIL ACTION	
Motion as Proposed Above	Amended Motion
Motion Made by:	Motion Made by:
Seconded by:	Seconded by:
Passed:	Passed:
Failed:	Failed:
Cattin:	Cattin:
Collinwood:	Collinwood:
E.Walker:	E.Walker:
Nixon:	Nixon:
Gill:	Gill:
Ockerlander:	Ockerlander:
J. Walker:	J. Walker:

**CITY OF DUVALL
WASHINGTON
RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF DUVALL,
WASHINGTON, REVISING LAND USE APPLICATION
FEES, REPEALING RESOLUTION NO. 09-09, AND THE
ADDITION OF LANDUSE FINES**

WHEREAS, Resolution No. 09-09 established land use application fees within the City of Duvall; and

WHEREAS, the City of Duvall uses a full cost recovery method of processing land use applications; and

WHEREAS, using a standard deposit for applications, based on project size, would allow for administrative efficiencies in the processing of applications; and

WHEREAS, the City of Duvall adopted a new sign code in 2012 and has determined it will collect temporary sign retrieval fees as part of the implementation of the sign code;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL,
WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Resolution 09-09 is hereby repealed effective at 4:30 p.m. on December 31, 2012 (the end of the business day).

Section 2. The following procedures and fees are hereby adopted for land use applications:

A Land Use Application Deposit is a sum of money paid to the City to cover the cost of processing a land use application.

1. If the cost of processing an application is less than the amount deposited, the balance remaining, following the completion of processing, shall be returned to the applicant.
2. If the cost of processing will exceed the amount of the initial deposit, the City shall so notify the applicant (or applicant's designee) and secure an additional deposit from the applicant to cover said costs. Processing of the application will be held in abeyance pending receipt of the additional deposit.
3. If the project has a balance owed for more than 30 days the city shall stop processing the land use application until such time as the account has a zero balance.
4. Prior to the final approval of a land use application the city shall collect payment of all application fees owed.

5. Balances remaining on deposit, following the completion of processing, may be applied to subsequent application deposit requirements or refunded to the applicant, as determined by the applicant.

Section 3. Land Use Application Deposits or fees shall be as follows. All amounts are deposits unless otherwise noted:

Pre-Application Meeting	\$100 (flat fee)
Appeal of Land Use Decision	\$250
Variance	\$500
Temporary Use Permit	\$100
Street Vacation	\$500
Type I Permits	\$250
Type II Permits	\$750
Type III and Type IV Land Use Permits	
Site < 5,000 square feet	\$2,500
Site 5,001 square feet < 43,560 square feet	\$5,000
Site > 1 acre	\$5,000
Type V Permits	\$500
Type VI Permits	\$1,000
Temporary Sign Retrieval Fine:	
First offense	Warning
Second offense	\$30.00
Third offense and each offence thereafter	\$50.00

Section 4. The applicant shall notify the City, in writing, when a project has been sold and provide the City with new billing information. Until such documentation is verified by the City, the City will continue to bill the applicant and the applicant shall be responsible for all costs.

Section 5. Effective Date. The Land Use Deposit Schedule shall be effective as of January 1, 2013.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2012.

CITY OF DUVALL

Approved as to form:

Mayor Will Ibershof

Bruce Disend, City Attorney

ATTEST/AUTHENTICATED:

Jodee Schwinn, City Clerk

City Council

2012 Agenda Bill

City of Duvall
PO Box 1300
Duvall, WA 98019

ITEM INFORMATION		
Title:	Agenda Date: 12/13/12	Agenda Bill No. AB12-99
Building Lease Agreements for the City of Duvall Visitors Center between the City of Duvall and the Duvall Chamber of Commerce and the Duvall Foundation for the Arts for the year 2013.	Department / Committee / Individual	Originator
	Mayor Will Ibershof	X
	Planning Department – Lara Thomas	
	Public Works – Steve Leniszewski	
	Police Chief – Glenn Merryman	
	Finance Department – Jill Long	
Cost Impact:	City Attorney Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fund Source:	Committee Review Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Timeline:		
SUMMARY STATEMENT:	Name of Committee: COW	
RECOMMENDED ACTION:		
Approve and authorize the Mayor to sign the two Building Lease Agreements between the City of Duvall and the Duvall Chamber of Commerce and the Duvall Foundation for the Arts (DFA) for the Duvall Visitors Center.		
AMENDED MOTION:		

RECORD OF COUNCIL ACTION	
Motion as Proposed Above	Amended Motion
Motion Made by:	Motion Made by:
Seconded by:	Seconded by:
Passed:	Passed:
Failed:	Failed:
Cattin:	Cattin:
Collinwood:	Collinwood:
Walker, E.:	Walker, E.:
Nixon:	Nixon:
Gill:	Gill:
Ockerlander:	Ockerlander:
Walker, J:	Walker, J:

2012-2013 VISITOR CENTER BUILDING LEASE AGREEMENT

Tenant: Duvall Chamber of Commerce
Contact Name: Scott Thomas
Mailing Address: PO Box 581, Duvall, WA 98019
Phone #: 425-788-9182
Cell #: 206-235-4979
Fax #:

The City of Duvall is the owner of a building located at 15619 Main Street, Duvall, Washington. As part of the City's 2013 centennial celebration, the City is leasing the building to four local organizations for use as a "Visitors Center." The four organizations are: the Duvall Chamber of Commerce; the Duvall Historical Society; the Duvall Foundation for the Arts; and the Duvall Centennial Committee. Each organization will have a separate lease agreement with the City.

This Lease is made and entered into by and between the City of Duvall, Washington, a Washington municipal corporation, hereinafter referred to as "Lessor", and the Duvall Chamber of Commerce, a non-profit association, hereinafter referred to as "Lessee".

PREMISES:

Lessor does hereby lease to Lessee the certain space identified in attachment "A" located on the upper level of the 2013 Visitors Center Building herein after called "Premises", containing approximately 1,050 square feet (ft²) of floor area within the 2,466 ft² upper floor. Said Premises are located in the City of Duvall, County of King, and State of Washington at 15619 Main Street NE. Said Lease is subject to the terms, covenants and conditions hereafter set forth.

USE:

- a. Lessee agrees to abide by the Lessor's "Use Policy," describing the generally accepted uses and activities at the facility which is attached hereto and incorporated herein as attachment "B".
- b. Lessee shall use the Premises for citywide economic development, cultural artistic heritage, Centennial events or as allowed in the Use Policy.
- c. Lessee shall not use or permit the Premises to be used for any other purpose outside the Use Policy without the prior written consent of Lessor.
- d. Days and hours of operation shall be clearly posted on the premises in general accordance with a schedule to be set forth in attachment "C". Briefly, hours of operation are intended to be:

(Initial Winter Hours) **Local Business will be surveyed to see if there are desired hours of operation as related to business hours*

1. Friday 11-6pm

- 2.Saturday 11-5pm
- 3.Sunday 12-4pm
- 4.EVENT SPECIFIC (evenings/weekends as determined by calendar events)

High season hours (starts in May - October)

- 1.Wednesday 11-6
- 2.Thursday 11-6
- 3.Friday 11-6pm
- 4.Saturday 11-5pm
- 5.Sunday 12-4pm
- 6.EVENT SPECIFIC (evenings/weekends as determined by calendar events)

e.Lessee shall be responsible for maintaining the premises in a neat and tidy condition including, but not limited to cleaning restrooms, vacuuming all rooms, dusting, window cleaning, buying & changing light bulbs as necessary and trash pickup. All cleaning and restroom supplies will be provided by the Lessee.

TERM:

Lessor hereby leases the premises to Lessee for the term beginning January 1, 2013 and ending December 31, 2013. Lessor shall use its best efforts to give Lessee possession as nearly as possible at the beginning of the Lease term. In the event the premises are ready for move in sooner, the term of this Lease shall commence as of December 1, 2012. Lessee accepts the space on an "as-is" basis. Lessor will not make any tenant improvements to the space during the duration of this lease.

MINIMUM RENT:

In lieu of cash payment, Lessee shall provide the services described in the "USE" section above for the betterment of the City by promoting economic development and tourism.

SECURITY DEPOSIT:

Lessee has deposited a security deposit in the amount of \$525 (five Hundred and twenty five Dollars). Said sum shall be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants, and conditions of this Lease to be kept and performed by Lessee during the term of this Lease. If Lessee defaults with respect to any provision of this Lease, Lessor may use, apply, or retain all or any part of this security deposit for the payment of any amount which Lessor may spend or become obligated to spend by reason of Lessee's default, or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall within five (5) days after Lessor's written demand, deposit cash, with Lessor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall be a default under this Lease. Lessor shall not be required to keep this security deposit separate from its general funds, and the Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Lessee within ten (10) days following expiration or early termination of the Lease term.

The damage deposit is also intended to be used for minor repairs to the property caused

accidentally by the users (i.e. light fixture falls or someone puts a hole in a wall) or for wear and tear items (i.e. toilet issue, flooring issue). These are anticipated to be issues costing more than \$150 to repair. Once the problem is corrected the lessees must replenish the deposit account to its original amount and that shall be done on a prorated share based on square footage leased.

ADDITIONAL CHARGES:

Lessee shall pay to Lessor any leasehold excise tax due pursuant to RCW Chapter 89.29A, unless found to be exempt from charges by Washington State Department of Revenue.

USES PROHIBITED:

Lessee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the 2013 Visitors Center Building or any of its contents, or cause a cancellation of any insurance policy covering the 2013 Visitors Center or any part thereof or any of its content. Lessee shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Lessees or occupants of the 2013 Visitors Center or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Premises. Lessee shall not commit or allow to be committed any waste in or upon the Premises. Lessee shall not use the Leased Premises for the purpose of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance chemical, thing or devices.

COMPLIANCE WITH LAW:

Lessee shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance and governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Lessee's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor is a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Lessor and Lessee.

ALTERATIONS AND ADDITIONS:

Lessee shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without the written consent of Lessor. Any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, floor covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Lessor and, upon expiration or sooner termination of this Lease, shall be surrendered with the Premises; provided, upon the expiration or sooner termination of this Lease, upon written demand by Lessor given at least thirty (30) days prior to the end of the term, Lessee shall forthwith remove any alterations, additions, or improvements made by Lessee, designated by Lessor to be removed, and Lessee shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the premises caused by such removal. Lessee shall return all keys to the Lessor within five (5) days following terminations of the Lease or pay for the cost of new keys, if the Lessor so requires. All exterior locks may not be changed or

altered without the consent of the Lessor.

REPAIRS:

Lessee hereby accepts the Premises as being in good, sanitary order, condition and repair. At Lessee's expense, Lessee shall keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Lessor's obligations) including, without limitation, the maintenance, replacement and repair of any storefront, doors, floors, walls, ceilings, lighting, window casements, glazing, heating and air conditioning system. (Lessee shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Lessor in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Lessee excepted. Any damage to adjacent premises caused by Lessee's use of the Premises shall be repaired at the sole cost and expense of Lessee.

Lessor shall pay for repairs and maintain the structural portion of the Premises including, but not limited to, exterior walls, roof and floors. Such repairs shall be completed in a reasonable period of time.

ASSIGNMENT AND SUBLETTING:

Lessee shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, members, agents, servants and invitee of Lessee excepted) to occupy or use the Premises without the written consent of Lessor. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupations or use by any other person. Consent to any such assignment or subletting shall in no way relieve Lessee of any liability under this Lease. If the Lessee is a private corporation, a change in control of the Lessee by sale of stores or otherwise shall be deemed to be an assignment requiring consent hereunder. Any such assignment or subletting without such consent shall be void and shall, at the option of the Lessor, constitute a default under the terms of this Lease.

HOLD HARMLESS:

Lessee shall indemnify and hold harmless Lessor against and from any and all claims arising from Lessee's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Lessee in or about the Premises, and shall further indemnify and hold harmless Lessor against and from any and all claims arising from any breach or default in the performance of any obligations on Lessee's part to be performed under the terms of this Lease, or arising from any act or negligence of the Lessee, or any officer, agent, employee, guest, or invitee of Lessee, and from all cost, attorneys fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Lessor by reason of such claim Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee as a material part of this consideration to Lessor hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Lessor's negligence, and Lessee hereby waives all claims in respect thereof against Lessor.

Lessor or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works

therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Lessor. Lessor or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises. Lessee shall give prompt notice to Lessor in case of casualty or accident in the Premises.

SUBROGATION:

As long as their respective insurers so permit, Lessee hereby waives its right of recovery against the Lessor for any loss insured by fire, extended coverage and other property insurance policies.

LIABILITY INSURANCE:

Lessee shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance, insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$1,000,000 for injury or death of one person in any one accident or occurrence. Such insurance shall further insure Lessor and Lessee against liability for property damage of at least \$300,000. The limit of any such insurance shall not, however, limit the liability of the Lessee hereunder. Lessee may provide this insurance under a blanket policy, provided that said insurance shall have a Lessor's protective liability endorsement attached thereto.

UTILITIES:

Lessor shall pay for all water, sewer, gas, electric, internet connectivity (i.e. wifi) supplied to the Premises, together with any taxes thereon.

ENTRY BY LESSOR:

Lessor reserves the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the building of which the Premises are a part without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably.

LEASE TERMINATION

The Lessee and/or Lessor can terminated this agreement with at least 30 days notice but in no case may the lease continue past December 31, 2013.

LESSEES DEFAULT:

The Occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

- A. The vacating or abandonment of the Premises by Lessee.
- B. The failure by Lessee to fulfill normal hours of operation as listed in "USE" section.
- C. The failure by Lessee to observe or perform any other covenants, conditions or provisions of this Lease.
- D. The making by Lessee of any general assignment or general arrangement for the benefit of creditors, or the filings by or against Lessee of a petition to have Lessee adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy; or the appointment of a

trustee or a receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease.

REMEDIES IN DEFAULT:

In the event of any default or breach by Lessee, Lessor may, at any time thereafter, and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default or breach:

- A. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovations and alteration of the Premises, and reasonable attorneys fees.
- B. Provide written notice by Certified Mail reasonable notice of such breach to the Lessee and, upon failure to cure such breach within a reasonable time not to exceed thirty (30) days, the Lessor shall have the right to declare the terms of the Lease ended. Upon such declaration by the Lessor, Lessee shall immediately give up possession of the Leased property.

Upon termination of the Lease pursuant to the above paragraph, the Lessor shall have the right to and may take possession of the property by any peaceable means including, but not limited to, the placing or changing of locks on the doors of the Premises. Lessee agrees that the Lessor shall not be liable for any damages, including but not limited to lost profits and business interruption, for any of the Lessor's actions under this paragraph.
- C. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Washington.

Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Certified Mail by Lessee to Lessor; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

In the event that Premises are damaged by fire or other perils covered by extended coverage insurance, Lessor agrees to forthwith repair same, and this Lease shall remain in full force and effect except the Lessee shall be entitled, with the consent of the Lessor, to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Lessee in the Premises. If the damage is due to the fault or neglect of Lessee or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Lessor shall forthwith repair the same, provided the extent of the destruction be less than ten (10%) percent or more of the full replacement cost. In such event, Lessor shall have the option: (1) to repair or restore

such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as provided in this paragraph; or (2) give notice to Lessee at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after giving of such notice. In the event of giving such notice, the Minimum Rent, as reduced by the proportionate reduction, shall be paid up to date of such termination.

PARKING AND COMMON AREAS:

(1) The restricting of employee or volunteer parking to a limited, designated area or areas which are expected to be on the west side of the building; and (2) the removal, storage and disposal of Lessee's refuse and other rubbish into waste receptacles provided by the Lessor.

CORPORATE AUTHORITY:

If Lessee is a non-profit corporation, each individual executing this Lease on behalf of said non-profit corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said non-profit corporation in accordance with a duly adopted resolution of the board of directors of said non-profit corporation.

SIGNS:

Any signage to be placed on the building or site must be permitted and approved by the City of Duvall Planning Department. At any time within six (6) months prior to the end of the term of this Lease, the Lessor may place upon the Premises a sign offering the Premises for sale or lease.

DISPLAYS:

The Lessee may not display or sell merchandise or allow grocery carts or other similar devices within the control of Lessee to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Lessee further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, search lights, loud speakers, phonographs or radio broadcasts.

GENERAL PROVISIONS:

1. Waiver. The waiver by Lessor of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.
2. Marginal Headings. The marginal heading and Paragraph titles to the Paragraphs of this lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.
3. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.
4. Successors and Assigns. The covenants and conditions of this Lease shall, subject to the provisions as to assignment, be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.
5. Should any one or more of the four organizations exercise their right to terminate their lease early for any reason, the remaining lessee's lease shall remain unchanged with the exception of the hours the space is open to the public, open hours shall decrease at a prorata percentage based on the square footage the terminating lessee held.

6. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties.
7. Inability to Perform. This Lease and the obligations of the Lessee hereunder shall not be affected or impaired because the Lessor is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Lessor.
8. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
9. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
10. Choice of Law. This Lease shall be governed by the laws of the State of Washington.
11. Attorneys Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover attorney's fees in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable. In addition, should it be necessary for Lessor to employ legal counsel to enforce any of the provisions herein contained, Lessee agrees to pay all attorney's fees and court costs reasonably incurred.
12. Notices. All notices and demands which may or are to be required or permitted to be Given by either party shall be in writing. All notices and demands by the Lessor to the Lessee shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the address herein below, or to such other place as Lessee may from time to time designate in a notice to the Lessor. All notices and demands by the Lessee to the Lessor shall be sent by United States Certified Mail, postage prepaid, addressed to the Lessor at the address set forth herein, and to such other person or place as the Lessor may from time to time designate in a notice to the Lessee.

TO Lessor AT: City of Duvall, P.O. Box 1300, Duvall. WA.98019
PHONE #: 425-788-1185

TO Lessee AT: Scott Thomas
PHONE #: 425-788-9182
Cell #: 206-235-4979

Lessor:

Lessee: ~~Scott Thomas~~

City of Duvall

Duvall Chamber of Commerce

Will Ibershof,
Mayor, City of Duvall

Scott Thomas
President, Duvall Chamber of Commerce

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I, _____, Notary public in and for the State of Washington, residing at Duvall Washington, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual described in and who executed this instrument and acknowledge that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes herein.

GIVEN Under My Hand and Official Seal this _____ day of _____, 20____.

Notary Public in and for the State of
Washington

(Printed or Typed Name)

My Appointments Expires: _____

2012-2013 VISITOR CENTER BUILDING LEASE AGREEMENT

Tenant: Duvall Foundation for the Arts (DFA)

Owner/Contact

Name: Kimberly Piira

Mailing Address: 27232 NE 150th Street

Phone #: 206-323-7182

Cell #: Same

Fax #: NA

The City of Duvall is the owner of a building located at 15619 Main Street, Duvall, Washington. As part of the City's 2013 centennial celebration, the City is leasing the building to four local organizations for use as a "Visitors Center." The four organizations are: the Duvall Chamber of Commerce; the Duvall Historical Society; the Duvall Foundation for the Arts; and the Duvall Centennial Committee. Each organization will have a separate lease agreement with the City.

This Lease is made and entered into by and between the City of Duvall, Washington, a Washington municipal corporation, hereinafter referred to as "Lessor", and the Duvall Foundation for the Arts, a non-profit association, hereinafter referred to as "Lessee".

PREMISES:

Lessor does hereby lease to Lessee the certain space identified in attachment "A" located on the upper level of the 2013 Visitors Center Building herein after called "Premises", containing approximately 570 square feet (ft²) of floor area within the 2,466 ft² upper floor. Said Premises are located in the City of Duvall, County of King, and State of Washington at 15619 Main Street NE. Said Lease is subject to the terms, covenants and conditions hereafter set forth.

USE:

- a. Lessee agrees to abide by the Lessor's "Use Policy," describing the generally accepted uses and activities at the facility which is attached hereto and incorporated herein as attachment "B".
- b. Lessee shall use the Premises for citywide economic development, cultural artistic heritage, Centennial events or as allowed in the Use Policy.
- c. Lessee shall not use or permit the Premises to be used for any other purpose outside the Use Policy without the prior written consent of Lessor.
- d. Days and hours of operation shall be clearly posted on the premises in general accordance with a schedule to be set forth in attachment "C". Briefly, hours of operation are intended to be:

*(Initial Winter Hours) *Local Business will be surveyed to see if there are desired hours of operation as related to business hours*

1. Friday 11-6pm
2. Saturday 11-5pm
3. Sunday 12-4pm
4. EVENT SPECIFIC (evenings/weekends as determined by calendar events)

High season hours (starts in May - October)

1. Wednesday 11-6
2. Thursday 11-6
3. Friday 11-6pm
4. Saturday 11-5pm
5. Sunday 12-4pm
6. EVENT SPECIFIC (evenings/weekends as determined by calendar events)

e. Lessee shall be responsible for maintaining the premises in a neat and tidy condition including, but not limited to cleaning restrooms, vacuuming all rooms, dusting, window cleaning, buying & changing light bulbs as necessary and trash pickup. All cleaning and restroom supplies will be provided by the Lessee.

TERM:

Lessor hereby leases the premises to Lessee for the term beginning January 1, 2013 and ending December 31, 2013. Lessor shall use its best efforts to give Lessee possession as nearly as possible at the beginning of the Lease term. In the event the premises are ready for move in sooner, the term of this Lease shall commence as of December 1, 2012. Lessee accepts the space on an "as-is" basis. Lessor will not make any tenant improvements to the space during the duration of this lease.

MINIMUM RENT:

In lieu of cash payment, Lessee shall provide the services described in the "USE" section above for the betterment of the City by promoting economic development and tourism.

SECURITY DEPOSIT:

Lessee has deposited a security deposit in the amount of \$525 (five Hundred and twenty five Dollars). Said sum shall be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants, and conditions of this Lease to be kept and performed by Lessee during the term of this Lease. If Lessee defaults with respect to any provision of this Lease, Lessor may use, apply, or retain all or any part of this security deposit for the payment of any amount which Lessor may spend or become obligated to spend by reason of Lessee's default, or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall within five (5) days after Lessor's written demand, deposit cash, with Lessor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall be a default under this Lease. Lessor shall not be required to keep this security deposit separate from its general funds, and the Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Lessee within ten (10) days following expiration or early termination of the Lease term.

The damage deposit is also intended to be used for minor repairs to the property caused

accidentally by the users (i.e. light fixture falls or someone puts a hole in a wall) or for wear and tear items (i.e. toilet issue, flooring issue). These are anticipated to be issues costing more than \$150 to repair. Once the problem is corrected the lessees must replenish the deposit account to its original amount and that shall be done on a prorated share based on square footage leased.

ADDITIONAL CHARGES:

Lessee shall pay to Lessor any leasehold excise tax due pursuant to RCW Chapter 89.29A, unless found to be exempt from charges by Washington State Department of Revenue.

USES PROHIBITED:

Lessee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the 2013 Visitors Center Building or any of its contents, or cause a cancellation of any insurance policy covering the 2013 Visitors Center or any part thereof or any of its content. Lessee shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Lessees or occupants of the 2013 Visitors Center or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Premises. Lessee shall not commit or allow to be committed any waste in or upon the Premises. Lessee shall not use the Leased Premises for the purpose of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance chemical, thing or devices.

COMPLIANCE WITH LAW:

Lessee shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance and governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Lessee's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor is a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Lessor and Lessee.

ALTERATIONS AND ADDITIONS:

Lessee shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without the written consent of Lessor. Any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, floor covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Lessor and, upon expiration or sooner termination of this Lease, shall be surrendered with the Premises; provided, upon the expiration or sooner termination of this Lease, upon written demand by Lessor given at least thirty (30) days prior to the end of the term, Lessee shall forthwith remove any alterations, additions, or improvements made by Lessee, designated by Lessor to be removed, and Lessee shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the premises caused by such removal. Lessee shall return all keys to the Lessor within five (5) days following terminations of the Lease or pay for the cost of new keys, if the Lessor so requires. All exterior locks may not be changed or altered without the consent of the Lessor.

REPAIRS:

Lessee hereby accepts the Premises as being in good, sanitary order, condition and repair. At Lessee's expense, Lessee shall keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Lessor's obligations) including, without limitation, the maintenance, replacement and repair of any storefront, doors, floors, walls, ceilings, lighting, window casements, glazing, heating and air conditioning system. (Lessee shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Lessor in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Lessee excepted. Any damage to adjacent premises caused by Lessee's use of the Premises shall be repaired at the sole cost and expense of Lessee.

Lessor shall pay for repairs and maintain the structural portion of the Premises including, but not limited to, exterior walls, roof and floors. Such repairs shall be completed in a reasonable period of time.

ASSIGNMENT AND SUBLETTING:

Lessee shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, members, agents, servants and invitee of Lessee excepted) to occupy or use the Premises without the written consent of Lessor. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupations or use by any other person. Consent to any such assignment or subletting shall in no way relieve Lessee of any liability under this Lease. If the Lessee is a private corporation, a change in control of the Lessee by sale of stores or otherwise shall be deemed to be an assignment requiring consent hereunder. Any such assignment or subletting without such consent shall be void and shall, at the option of the Lessor, constitute a default under the terms of this Lease.

HOLD HARMLESS:

Lessee shall indemnify and hold harmless Lessor against and from any and all claims arising from Lessee's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Lessee in or about the Premises, and shall further indemnify and hold harmless Lessor against and from any and all claims arising from any breach or default in the performance of any obligations on Lessee's part to be performed under the terms of this Lease, or arising from any act or negligence of the Lessee, or any officer, agent, employee, guest, or invitee of Lessee, and from all cost, attorneys fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Lessor by reason of such claim Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee as a material part of this consideration to Lessor hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Lessor's negligence, and Lessee hereby waives all claims in respect thereof against Lessor.

Lessor or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Lessor. Lessor or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises. Lessee shall give prompt notice to Lessor in case of casualty or accident in the Premises.

SUBROGATION:

As long as their respective insurers so permit, Lessee hereby waives its right of recovery against the Lessor for any loss insured by fire, extended coverage and other property insurance policies.

LIABILITY INSURANCE:

Lessee shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance, insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$1,000,000 for injury or death of one person in any one accident or occurrence. Such insurance shall further insure Lessor and Lessee against liability for property damage of at least \$300,000. The limit of any such insurance shall not, however, limit the liability of the Lessee hereunder. Lessee may provide this insurance under a blanket policy, provided that said insurance shall have a Lessor's protective liability endorsement attached thereto.

UTILITIES:

Lessor shall pay for all water, sewer, gas, electric, internet connectivity (i.e. wifi) supplied to the Premises, together with any taxes thereon.

ENTRY BY LESSOR:

Lessor reserves the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the building of which the Premises are a part without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably.

LEASE TERMINATION

The Lessee and/or Lessor can terminate this agreement with at least 30 days notice but in no case may the lease continue past December 31, 2013.

LESSEES DEFAULT:

The Occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

- A. The vacating or abandonment of the Premises by Lessee.
- B. The failure by Lessee to fulfill normal hours of operation as listed in "USE" section.
- C. The failure by Lessee to observe or perform any other covenants, conditions or provisions of this Lease.
- D. The making by Lessee of any general assignment or general arrangement for the benefit of creditors, or the filings by or against Lessee of a petition to have Lessee adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy; or the appointment of a trustee or a receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease.

REMEDIES IN DEFAULT:

In the event of any default or breach by Lessee, Lessor may, at any time thereafter, and

without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default or breach:

- A. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovations and alteration of the Premises, and reasonable attorneys fees.
- B. Provide written notice by Certified Mail reasonable notice of such breach to the Lessee and, upon failure to cure such breach within a reasonable time not to exceed thirty (30) days, the Lessor shall have the right to declare the terms of the Lease ended. Upon such declaration by the Lessor, Lessee shall immediately give up possession of the Leased property.

Upon termination of the Lease pursuant to the above paragraph, the Lessor shall have the right to and may take possession of the property by any peaceable means including, but not limited to, the placing or changing of locks on the doors of the Premises. Lessee agrees that the Lessor shall not be liable for any damages, including but not limited to lost profits and business interruption, for any of the Lessor's actions under this paragraph.

- C. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Washington.

Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Certified Mail by Lessee to Lessor; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

In the event that Premises are damaged by fire or other perils covered by extended coverage insurance, Lessor agrees to forthwith repair same, and this Lease shall remain in full force and effect except the Lessee shall be entitled, with the consent of the Lessor, to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Lessee in the Premises. If the damage is due to the fault or neglect of Lessee or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Lessor shall forthwith repair the same, provided the extent of the destruction be less than ten (10%) percent or more of the full replacement cost. In such event, Lessor shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as provided in this paragraph; or (2) give notice to Lessee at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after giving of such notice. In the event of giving such notice, the Minimum Rent, as reduced by the proportionate reduction, shall be paid up to date of such termination.

PARKING AND COMMON AREAS:

(1) The restricting of employee or volunteer parking to a limited, designated area or areas which are expected to be on the west side of the building; and (2) the removal, storage and disposal of Lessee's refuse and other rubbish into waste receptacles provided by the Lessor.

CORPORATE AUTHORITY:

If Lessee is a non-profit corporation, each individual executing this Lease on behalf of said non-profit corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said non-profit corporation in accordance with a duly adopted resolution of the board of directors of said non-profit corporation.

SIGNS:

Any signage to be placed on the building or site must be permitted and approved by the City of Duvall Planning Department. At any time within six (6) months prior to the end of the term of this Lease, the Lessor may place upon the Premises a sign offering the Premises for sale or lease.

DISPLAYS:

The Lessee may not display or sell merchandise or allow grocery carts or other similar devices within the control of Lessee to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Lessee further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, search lights, loud speakers, phonographs or radio broadcasts.

GENERAL PROVISIONS:

1. Waiver. The waiver by Lessor of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.
2. Marginal Headings. The marginal heading and Paragraph titles to the Paragraphs of this lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.
3. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.
4. Successors and Assigns. The covenants and conditions of this Lease shall, subject to the provisions as to assignment, be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.
5. Should any one or more of the four organizations exercise their right to terminate their lease early for any reason, the remaining lessee's lease shall remain unchanged with the exception of the hours the space is open to the public, open hours shall decrease at a prorata percentage based on the square footage the terminating lessee held.
6. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties.
7. Inability to Perform. This Lease and the obligations of the Lessee hereunder shall not be affected or impaired because the Lessor is unable to fulfill any of its obligations

hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Lessor.

8. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
9. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
10. Choice of Law. This Lease shall be governed by the laws of the State of Washington.
11. Attorneys Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover attorney's fees in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable. In addition, should it be necessary for Lessor to employ legal counsel to enforce any of the provisions herein contained, Lessee agrees to pay all attorney's fees and court costs reasonably incurred.
12. Notices. All notices and demands which may or are to be required or permitted to be Given by either party shall be in writing. All notices and demands by the Lessor to the Lessee shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the address herein below, or to such other place as Lessee may from time to time designate in a notice to the Lessor. All notices and demands by the Lessee to the Lessor shall be sent by United States Certified Mail, postage prepaid, addressed to the Lessor at the address set forth herein, and to such other person or place as the Lessor may from time to time designate in a notice to the Lessee.

TO Lessor AT: City of Duvall, P.O. Box 1300, Duvall. WA.98019
PHONE #: 425-788-1185

TO Lessee AT: Kimberly Piira
PHONE #: 206-353-7182

Lessor:
City of Duvall

Lessee:
Duvall Foundation for the Arts

Will Ibershof,
Mayor, City of Duvall

Kimberly Piira
President, Duvall Foundation for the Arts

STATE OF WASHINGTON)
) ss.

COUNTY OF KING)

I, _____, Notary public in and for the State of Washington, residing at Duvall Washington, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual described in and who executed this instrument and acknowledge that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes herein.

GIVEN Under My Hand and Official Seal this _____ day of _____, 20____.

Notary Public in and for the State of
Washington

(Printed or Typed Name)

My Appointments Expires: _____

Attachment B

Duvall Visitor Center Use Policy

The following document outlines general use of the space for the Duvall Visitors Center and defines community use of the Duvall Visitors Center.

1. General Conditions:

1. There shall be shared use of the upstairs floor totaling approximately 2,466 square feet of the main, upstairs floor of the Visitors Center Monday thru Sunday at times agreed to by the and between all parties.
2. The City shall be allowed to use the Visitors Center occasionally for Council / City events in coordination with the three parties to make times available.
3. The lessees will be responsible for the shared cleaning and other normalized needs within the Visitors Center including but not limited to: Sweep, mop, dust, vacuum all floors. Clean and sanitize both restrooms. Wipe down window sills, countertops and all other surfaces. Clean inside of glass doors. Maintain and sweep the outside entrance.
4. The lessees will be responsible for procurement of cleaning supplies, toilet paper, paper towels, and soap as needed.
5. The City will be responsible for building repair and major maintenance inside and out. The City will handle routine exterior maintenance. The lessees shall be responsible for notifying the City of any needs as they arise.
6. This agreement may be terminated by either party upon 30 days of written notification to the other party or by the end of 2013.
7. The lessees will be responsible to close all windows, turn off lights, close restroom doors and lock all exterior doors when leaving the building when operating the facility.
8. Only fund-raising events shall be allowed to have a charged, ticketed admission.
9. Attendance shall not exceed the posted capacity of the building.
10. No smoking is allowed in the building.

2. General Uses & Policy Description:

1. Organizations who would like to request the room use for meetings/events/fundraisers etc must fill out a Room Use Request Form.
2. Larger meetings/events of 3+ or more cannot use space during posted visitor center hours, so as to not interfere with actual visitors.

Attachment B

3. In general, individuals/groups who request to use the space must be affiliated with an organization; business, non-profit, community group, and space will not be used for private parties with a non-affiliation.
4. First come, first serve, or as calendar allows, members of DFA, HS, Centennial, Chamber members have priority.

3. General Use Policy

The Duvall Community Center will be used for the following:

1. Welcome Wagon for visitors to Duvall! "One stop shop for everything Duvall"
2. Heritage or Centennial related events, activities or endeavors.
3. Arts related events as defined by bringing arts and art related experiences to the Lower Snoqualmie Valley. Includes but not limited to:
 - a. Performing arts (dance, music, theater)
 - b. Visual Arts
 - c. Digital Arts
 - d. Writing, Poetry related arts endeavors
 - e. Other as defined
4. Community oriented groups for events, fundraisers, shows, economic related activity, and workshops.
 - a. Duvall Foundation for the Arts and partners
 - b. Duvall Historical Society
 - c. Duvall Centennial Committee
 - d. Duvall Chamber of Commerce
 - e. City of Duvall
 - f. Local non-profits
 - g. Local clubs and organizations
 - h. Local scout organizations
 - i. Community related groups
 - j. Business groups/individuals
 - k. Others as defined
5. Meetings: Open for holding meetings, discussions and / or workshops
 - a. Meetings in two hours blocks will apply.
 - b. Duvall Foundation for the Arts
 - c. Duvall Historical Society
 - d. Duvall Centennial Committee
 - e. Duvall Chamber of Commerce
 - f. City of Duvall
 - g. Local non-profits

Attachment B

- h. Local clubs and organizations
 - i. Local scout organizations
 - j. Community related groups
 - k. Business groups/individuals
 - l. Others as defined
 - 6. Business/Company organizational events, activities that bring commerce or economic benefit to Duvall.
 - 7. Walk-Ins - Front Entry section or sections as designated will be walk-in open to the community for use related to businesses, community, small meetings, small group discussions during open hours only.
 - 8. "Pop-up" stores, activities or endeavors
 - a. Pop-up stores once per month or on a set basis
4. Payment
- 1. "Pick your contribution" approach payment plan to cover building costs and upkeep. The four groups reserve the right to not accept a payment option. (example: too many volunteer hours may already be provided so options; 1, 4 or 5 may need to be used)
 - 2. If the event will have food and beverage's served, a "Food and Beverage" damage deposit will be required of \$150.
 - i. Food and Beverage defined as alcohol, prepared foods, dinners, heavy appetizers, catered, and is not your simple "cookies and coffee"
- PICK ONE:
- 2. \$25 (more is always accepted)
 - i. Events and larger groups case by case
 - ii. Food And Beverage deposit will apply as needed
 - 3. Volunteer hours of 3 hour shifts of open hours
 - 4. Trade work as needed by facility or service project trade.
 - 5. Other contributions as necessary – check with Duvall Chamber for items needed.
-
- 3. *General Use Application* must be filled out and submitted 30 days prior to large events, application for meetings, 1 week prior or as space usage is available.
 - 4. All four lessee organizations must review and approve application to ensure use policy is abided by and no conflicting events are the calendar.

Attachment B

5. Building Access

1. Limit number of keys for building access, generally for Lessee's only or Lessee organization designees.
2. Security box to hold extra key with a code and give out as needed for volunteers or organizations.
3. Code changed at least once per month or more frequently.

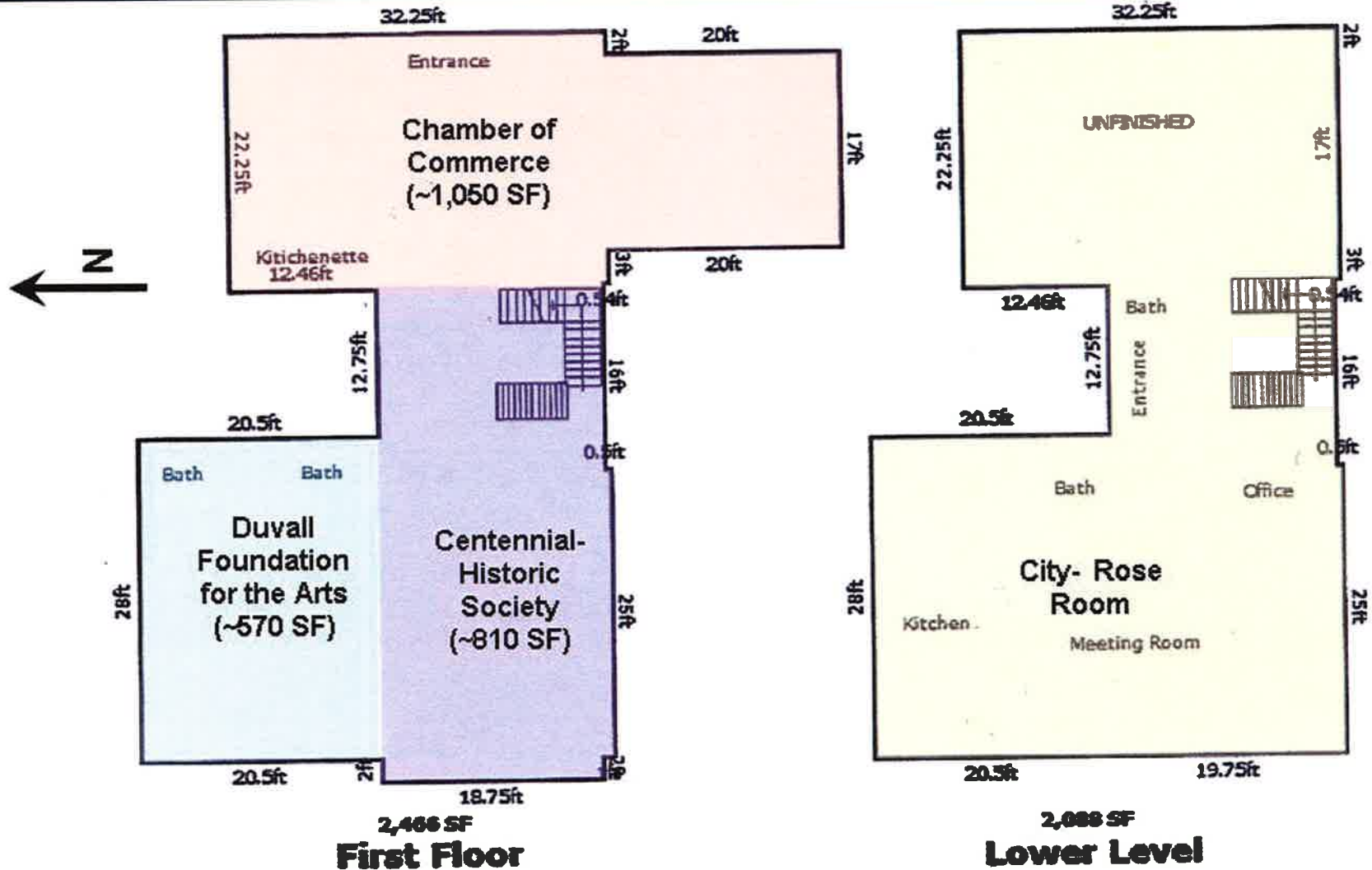
6. Monthly Meetings

1. Lessee Monthly meeting to ensure things are working with usage/planning/staffing correctly. Mayor or his appointee shall be invited to the monthly meetings.

7. Food and Beverage

1. Event with food and beverage, damage deposit will be required.
2. Only non-profit fundraising events will be able to provide liquor / spirits on a case by case basis, until solid use policy can be identified.
3. Washington state liquor permit must be obtained.

MAIN STREET



City Council 2012 Agenda Bill

City of Duvall
PO Box 1300
Duvall, WA 98019

ITEM INFORMATION		
Title:	Agenda Date: 12/13/12	Agenda Bill No. AB12-100
Memos of Understanding for the Shared Use of the Duvall Visitors Center between the City of Duvall and the Duvall Historical Society, and the Duvall Centennial Committee for the Arts for the year 2013.	Department / Committee / Individual	Originator
	Mayor Will Ibershof	x
	Planning Department – Lara Thomas	
	Public Works – Steve Leniszewski	
	Police Chief – Glenn Merryman	
	Finance Department – Jill Long	
Cost Impact:	City Attorney Review Yes X No <input type="checkbox"/>	
Fund Source:	Committee Review Yes X No <input type="checkbox"/>	
Timeline:		
SUMMARY STATEMENT:	Name of Committee: COW	
RECOMMENDED ACTION:		
Approve and authorize the Mayor to sign the two Memos of Understanding for the Shared Use of the Duvall Visitors Center between the City of Duvall and the Duvall Historical Society, and the Duvall Centennial Committee.		
AMENDED MOTION:		

RECORD OF COUNCIL ACTION	
Motion as Proposed Above	Amended Motion
Motion Made by:	Motion Made by:
Seconded by:	Seconded by:
Passed:	Passed:
Failed:	Failed:
Cattin:	Cattin:
Collinwood:	Collinwood:
Walker, E.:	Walker, E.:
Nixon:	Nixon:
Gill:	Gill:
Ockerlander:	Ockerlander:
Walker, J:	Walker, J:

Memo of Understanding
Between Duvall Centennial Committee and the City of Duvall
for shared use of the Visitors Center.

RECITALS

WHEREAS, The City of Duvall has a building identified as the "Visitors Center" for the 2013 Centennial year located within the City of Duvall; and

WHEREAS, the Duvall Centennial Committee, hereinafter called "100CMT" has confirmed that they are willing to be a participating member of the Visitors Center; and

WHEREAS, the Duvall 100CMT is an official City entity as adopted by Resolution; and

WHEREAS, the 100CMT would like to engage the community at large on the City's history and share information about the Centennial through 2013;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- The 100CMT shall have shared use of approximately 810 square feet of the main, upstairs floor of the Visitors Center Monday thru Sunday at times agreed to by the and between all parties. The DHS will share their space with the Duvall Centennial Committee.
- The City shall be allowed to use the Visitors Center in cooperation of the 100CMT for occasional Council events in coordination with all four parties to make times available.
- 100CMT will be responsible for the shared cleaning and other normalized needs within the Visitors Center including but not limited to: Sweep, mop, dust, vacuum all floors. Clean and sanitize both restrooms. Wipe down window sills, countertops and all other surfaces. Clean inside of glass doors. Maintain and sweep the outside entrance.
- 100CMT will be responsible for the shared cleaning supplies, toilet paper, paper towels, and soap as needed.
- The City will be responsible for building repair and major maintenance inside and out. The City will handle routine exterior maintenance. 100CMT shall be responsible for notifying the City of any needs as they arise.
- This agreement may be terminated by either party upon 30 days of written notification to the other party or by the end of 2013.
- 100CMT will be responsible to close all windows, turn off lights, close restroom doors and lock all exterior doors when leaving the building when operating the facility.
- Only fund-raising events shall be allowed to have a charged, ticketed admission.

- Attendance shall not exceed the posted capacity of the building.
- No smoking is allowed in the building.

Charges

- A use fee equal to ½ of \$810.00 (Eight Hundred and Ten Dollars) per month is the normal rental rate. Based on the shared use and benefit to the community, the open public hours shall be used as in-kind trade for rent. The monthly fee is normally due the on the first of the month.

This Memo of Understanding shall be valid for twelve months.

CITY OF DUVALL

DUVALL CENTENNIAL COMMITTEE

Will Ibershof
Mayor

Kimberly Englekes
President

Dated: _____

Dated: _____

Memo of Understanding
Between Duvall Historical Society and the City of Duvall
for shared use of the Visitors Center.

RECITALS

WHEREAS, The City of Duvall has a building identified as the "Visitors Center" for the 2013 Centennial year located within the City of Duvall; and

WHEREAS, the Duvall Historical Society, hereinafter called "DHS" has confirmed that they are willing to be a participating member of the Visitors Center; and

WHEREAS, the Duvall DHS has an official arrangement with the City as the operator of the Historical Dougherty Farmhouse and user & partner in the Historic Depot Building; and

WHEREAS, the DHS would like to engage the community at large on the City's history and share information about the Centennial through 2013 on the City's behalf;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- The DHS shall have shared use of approximately 810 square feet of the main, upstairs floor of the Visitors Center Monday thru Sunday at times agreed to by the and between all parties. The DHS will share their space with the Duvall Centennial Committee.
- The City shall be allowed to use the Visitors Center in cooperation of the DHS for occasional Council events in coordination with all four parties to make times available.
- DHS will be responsible for the shared cleaning and other normalized needs within the Visitors Center including but not limited to: Sweep, mop, dust, vacuum all floors. Clean and sanitize both restrooms. Wipe down window sills, countertops and all other surfaces. Clean inside of glass doors. Maintain and sweep the outside entrance.
- DHS will be responsible for the shared cleaning supplies, toilet paper, paper towels, and soap as needed.
- The City will be responsible for building repair and major maintenance inside and out. The City will handle routine exterior maintenance. DHS shall be responsible for notifying the City of any needs as they arise.
- This agreement may be terminated by either party upon 30 days of written notification to the other party or by the end of 2013.
- DHS will be responsible to close all windows, turn off lights, close restroom doors and lock all exterior doors when leaving the building when operating the facility.

- Only fund-raising events shall be allowed to have a charged, ticketed admission.
- Attendance shall not exceed the posted capacity of the building.
- No smoking is allowed in the building.

Charges

- A use fee equal to ½ of \$810.00 (Eight Hundred and Ten Dollars) per month is the normal rental rate. Based on the shared use and benefit to the community, the open public hours shall be used as in-kind trade for rent. The monthly fee is normally due the on the first of the month.

This Memo of Understanding shall be valid for twelve months.

CITY OF DUVALL

DUVALL CENTENNIAL COMMITTEE

Will Ibershof
Mayor

Mike Reid,
President

Dated: _____

Dated: _____